

"Confidential Information" all information (in whatever form) designated as such by the other Party together with such information which relates to the business affairs, networks, computer systems and installations, technology, developments, trade secrets, know-how, products, services or personnel of the other Party, or users and Users (or potential users and Users) of the other Party's products or services, or information which may reasonably be regarded as the confidential information of the other Party;

"Fees" the fees payable by the User to NKN under this Agreement, as set out in Clause 5;

"Fiber Mile" means a linear mile of one strand of Lit Fiber, which length shall be measured along the path of the cable route, and not by vertical and horizontal distance;

"Interruption" means any failure, interruption, impairment or degradation of the operation of the NKN Fibers that commercially impairs NKN's use of the Fiber between two adjacent PoPs (but not including any failure, interruption, impairment or degradation caused by User);

"Maintenance" shall mean Scheduled Maintenance;

"PoP" means a terminal facility (Point of Presence) used for origination/termination of traffic and shall not include sites used extensively for regeneration or amplification;

"Services" the services which the User is permitted to provide to Users on NKN pursuant to this Agreement, as may be amended in accordance with this Agreement;

"User" Organization/Establishment which shall have a NKN connection

Also,

- a) Clause headings are inserted in this Agreement for convenience only and they shall not be taken into account in the interpretation of this Agreement.
- b) The singular includes the plural and vice versa.
- c) References in this Agreement to "Party" or "Parties" mean party or parties to this Agreement.

## 2. TERMS OF AGREEMENT

This Agreement shall commence on the Commencement Date and, subject to earlier termination in accordance with the provisions of this Agreement, shall have an initial term till "**31<sup>st</sup> December 2019**". In case there are any additions/modifications required in the agreement, it shall be modified on a case to case basis as per the decision of the High Level Committee of the NKN Project. After the initial term, this agreement shall be renewed as agreed by the parties to this agreement unless:

- 2.1 PEA gives the User, a written notice to terminate this Agreement, either at the end of the initial term, or based on a notice to be provided at least three (3) months in advance; or

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Vadakkumkari  
Department of Computer Science  
Tamil Nadu University  
Lect. (Tel)

2.2 User gives PEA, a written notice to terminate the Agreement. At any time, such notice shall be provided at least three (3) months in advance. (Refer to section-20 for details)

### 3. PROVISION OF SERVICE

- 3.1 Subject to the User complying with the terms and conditions of this Agreement, PEA shall provision NKN Services to the User.
- 3.2 PEA shall use all reasonable endeavors to provide the service in accordance with the standard Network Service Levels.
- 3.3 Access to NKN Project is provided by the PEA:
  - a) On a non-exclusive basis, where the PEA shall be entitled to allow / provide others the same or similar service at any time; and
  - b) Solely for the purpose of providing the services to users.
- 3.4 The Service does not include:
  - a) Internet Protocol (IP) transits other than to the Users.

### 4. RESPONSIBILITIES OF PARTIES TO AGREEMENT

#### 4.1 Responsibilities of User

- a) The user shall appoint one technical personnel to be the single point of contact for the PEA and one alternative technical contact in case former is not contactable / available for whatsoever reason may be. This person shall be responsible for all communications, correspondence and actions between the User and the PEA. The PEA shall not be required to get in touch with any other person at the User.
- b) The User shall supply or provide the Access Link, Equipment Space (at least 10 X 10 Sq. ft. in the beginning), Personal Computers, Air Conditioners, UPS etc. (including but not limited to) at its own expense in order to enable PEA to provide the NKN Services. The goods and services provided by the User should be compatible with the project requirements, as intimated to the nodal officer from User. User shall also be responsible for the suitability, sufficiency, repair and maintenance of the equipment provided by them.
- c) The User shall ensure that the Access Link, Equipment Space (at least 10 X 10 Sq. ft. in the beginning), Personal Computers, Air Conditioners, UPS etc. (including but not limited to) is suitable for the connection and service through the NKN project and in accordance with the reasonable instructions of the PEA and/or its sub-contractors. The user should consult the PEA for prior approval before acquiring any goods and/or services for the project and PEA will follow recommended specifications for approving such goods and/or services.
- d) In case the PEA chooses to use NKN's resources installed at the User's site to connect another User to the network, the User shall allow full access to the PEA personnel for such implementation including access to equipments and space in its premises, pertaining to NKN connectivity.
- e) In case the User decides to shift the location of the Institute then, in order to enable the PEA to arrange for such shift, the User shall inform the PEA three (3) months in advance. (For further details pertaining to location shift please refer Section 5)
- f) **Security.** User shall ensure the security of the entire NKN project related equipment (both owned by the User & PEA and/or its sub-contractors), installed within User's compound (List of PEA Equipment shall be maintained as per Exhibit C). This shall also

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Lect. JCI  
Equivalent of Computer Network  
Tashraf Hameed

include managing the Facilities Management System (FMS) within the Institute Compound, along with the following:

- i. Collecting and maintaining contact details of NKN Nodal officer assigned to User;
  - ii. Maintaining the escalation procedure/process and contact information for contacting the next level officer of PEA, dealing with the User Account.
- g) **Accessibility in User Compound.** The User shall ensure accessibility to the nominated personnel of the PEA and/or its sub-contractors, twenty-four (24) hours a day, seven days a week for the NKN project related equipment within the compound of the User.

#### 4.2 Responsibilities of PEA

- a) PEA shall be responsible for connecting the Access Link to User equipment.
- b) PEA shall provide support services for NKN project. The support services may include:
  - i. Provide contact details of the Nodal Officer to the NKN User.
  - ii. Provide services support for the NKN Network.
- c) PEA shall not be responsible for any failure to provide the Service if and to the extent such failure is attributable to the lack of an Access Link, Equipment Space, Personal Computers, Air Conditioners, UPS etc. (including but not limited to) or to any deficiency or problems with the above.

### 5. FEES

- 5.1 As per the NKN project approval by the cabinet committee, the link provided by the NKN project is free of charge. However, in due course of time if the Government decides to charge any amount then, the applicable charges and terms & conditions shall be communicated to the User.
- 5.2 **Shifting of Last Mile Connectivity of Edge links:** In case, the "User" shifts the last mile connectivity of edge links provisioned by the PEA within the initial service period of 2 years of provisioning the Link then, the PEA shall be liable to charge the service fee for 2 years assuming the link has been live for the period of 2 years, as a substantial amount is incurred in provisioning of last mile expenditure on Network.

The provisioning of links to a new location shall be on the basis of examination of the feasibility of new location as mutually agreed on case to case basis.

#### Examples

**Case#1:** In case of a 1Gbps link of >20 Kms is being shifted in the first 6 months, the fee payable by the User to the PEA shall be Rs. 30 lakhs (Balance 1.5 year X Rs. 20 lakhs per year for 1Gbps link)

**Case#2:** In case of a 1Gbps link of >20 Kms is being shifted in the first 18 months, the fee payable by the User to the PEA shall be Rs. 10 lakhs (Balance 0.5 year X Rs. 20 lakhs per year for 1Gbps link).

- 5.3 In case of any changes to the standard tariffs, the PEA shall notify User in writing. For such changes to take affect under this Agreement, the PEA shall inform the User at least three (3) months prior to implementation of such changes.



## 6. COMPLIANCE WITH POLICIES (Issued from Time to Time)

- 6.1 The User shall comply (and shall ensure that its officers, employees, contractors and agents comply) at all times with PEA's current versions of the Policies.
- 6.2 PEA reserves the right to amend the Policies from time to time. In case of any amendments, PEA shall notify the User of the updates and make available to the User a copy of the amended Policy or Policies (as appropriate).

## 7. PUBLICITY

- 7.1 Either party may make any press or other public announcement in relation to the NKN Services to Users, provided that:
- a) the first such announcement by the User is made in the manner and in the form which has been agreed in writing with the PEA, prior to its release;
  - b) no such announcement discloses any of the terms of this Agreement (including, without limitation, any financial terms), to the extent that such disclosure is agreed in advance in writing between the Parties or is permitted by Clause 15;
  - c) User does not use any logo or device of NKN (or any logo or device which incorporates or which is confusingly similar to any such logo or device) without PEA's prior consent.

## 8. ACCESS TO TRANSMISSIONS

PEA and its sub-contractors shall have the right to examine all transmissions made along NKN, where PEA has reasonable grounds to believe that such transmissions are in breach of this Agreement and are of a nature which is likely to cause harm or distress to anyone or are otherwise in breach of any law or regulation. PEA and its sub-contractors shall also have the right to remove (or otherwise cause not to be transmitted on NKN) any material which, in its reasonable opinion, is of such a nature. Such material shall be treated as the Confidential Information of the User in accordance with Clauses 15.1, 15.2 and 15.3. The right to all final decisions on access to transmissions lies with the PEA.

## 9. MAINTENANCE AND FAULT REPAIR OBLIGATIONS

- 9.1 It shall be the responsibility of User to notify the occurrence of fault to NKN.
- 9.2 PEA shall perform or cause to be performed under its direction all necessary repair and replacement ("Repair"), necessary to maintain the physical integrity and performance of the Network. User is prohibited from performing any repair or maintenance on the NKN Network and/ or system facilities.
- 9.3 User shall provide to PEA, or its designee, access to any facilities under User's control which are used in connection with the NKN and / or the system facilities to enable NKN Project, in its sole discretion, to perform testing, adjustments, demand or maintenance or other procedures which are necessary or desirable to manage the NKN and/ or the system facilities in accordance with **Exhibit A**.
- 9.4 With respect to the swapping, leasing, conveying, assigning or transferring of NKN's edge links, User shall require its transferees to execute NKN's then standard maintenance agreements and pay NKN's standard fees, as applicable. In such a case, the transferee shall be responsible directly to PEA for any agreements pertaining to maintenance fee and any other fee, if applicable. If the transferee fails to pay any such fee, User (transferor) shall continue to be responsible for the same.

Department of Computer Science  
Faculty of Information Technology  
Universiti Teknologi Malaysia  
11800 Skudai, Johor Bahru  
11/11/15

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## 10. WARRANTIES

### 10.1 PEA warrants that:

- a) It shall, at all times exercise reasonable skill and care in providing the NKN Service.
- b) It holds and shall hold for the duration of this Agreement all licenses and authorizations as may be required to provide services to the User.

### 10.2 The User warrants that:

- a) It shall take all reasonable endeavors to ensure that it introduces no virus, Trojan horse or worm into NKN and follow the NKN security policies to manage the security aspects;
- b) It holds and shall hold for the duration of this Agreement all necessary licenses, consents and authorizations as may be required to provide the services to its officers, employees, agents and students;
- c) It shall provide the services and shall carry out the obligations in this Agreement in accordance with all applicable telecommunications, data protection and other laws, licenses and regulations; and
- d) It has the full right, power and authority to enter into and perform this Agreement in accordance with its terms, and such entry and performance does not and shall not violate or infringe the intellectual property or other rights of any other person.

## 11. LIMITATIONS OF THE SERVICE

While PEA shall use its reasonable endeavors to provide Users a continuous service, the User acknowledges and accepts there is a regular "Scheduled Maintenance Period" during which time the whole or part of the service may not be available.

## 12. LIABILITY

12.1 Neither Party excludes or limits liability to the other Party for death or personal injury caused by that Party's negligence, or for fraud.

12.2 Under no circumstances shall either Party be liable to the other for:

- a) any loss or harm caused by any person using NKN;
- b) any loss of profits, loss of savings, loss of use, loss of business, loss of opportunity, loss or spoiling of data, lost or wasted management time or time of other employees, or for any indirect, special or consequential loss, whether arising from negligence, or breach of contract, or in any other way, even if the other Party was advised of or knew of the likelihood of that loss or type of loss arising.

## 13. CHANGES TO SERVICES

Whenever the User identifies the need to change the services, it shall complete the template of Change Control Notice (as given in **Exhibit B**) and shall submit it to PEA. The User must provide full details of change requested and any consequential amendments to this Agreement. The proceeding details have also been prescribed under **Exhibit B**.

## 14. PROVISION OF CONTACT INFORMATION

All communications with the User concerning this Agreement shall be with the Technical Nodal Officer nominated by the User in writing pursuant to this Section 14. The User shall provide to PEA, the contact information for each nominated individual (*minimum details shall include name,*

Handwritten signature: *Abhishek Kumar*  
Handwritten text: *15/11/2018*  
Handwritten text: *Department of Computer Science*  
Handwritten text: *Graphic Arts*

Handwritten signature: *OC*

telephone number, fax number and electronic mail address - as per Exhibit D) and shall notify PEA of any changes to those individuals or their contact details as and when they occur. Notification for the purposes of this Section 14 should be sent by letter or electronic mail and should be addressed to the Nodal officer at the PEA.

## 15. CONFIDENTIALITY

- 15.1 Subject to Clauses 15.2 and 15.3 each Party shall:
- use confidential information only for the purposes of this Agreement;
  - disclose confidential information to a third party only with a prior written consent of the other Party (except that each Party may disclose Confidential Information to its professional advisors or auditors to the extent necessary and as set out in Clauses 15.2 and 15.3); and
  - ensure that any third party (other than the professional advisers or auditors of either Party) to whom confidential information is disclosed executes a confidentiality undertaking in the terms of this Clause 15.1.
- 15.2 The provisions of Clause 15.1 shall not apply to any confidential information which:
- is in or comes into the public domain other than by breach of Clause 15.1; or
  - is or has been independently generated by the recipient party or was in the possession of the recipient party prior to the date of the disclosure.
- 15.3 Each party may disclose confidential information pursuant to a statutory obligation, an order of a court of competent jurisdiction or the requirement of a competent regulatory body provided that it notifies the other Party as soon as the requirement to notify arises and shall use its reasonable endeavors to ensure that any such disclosure is made in a manner which ensures the confidentiality of the confidential information.

## 16. FORCE MAJEURE

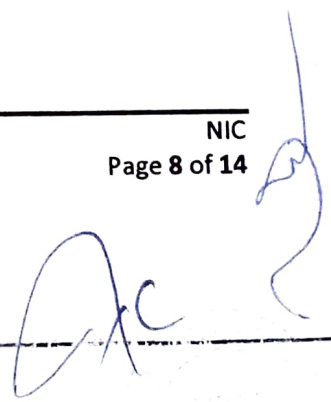
Any failure of either party to perform its obligation under this Agreement shall not be a breach of this Agreement if such failure results from Acts of God, governmental action that did not result from wrong doing of the party involved in such governmental action, or labor strikes or walkouts that could not reasonably be avoided by the party subject to such labor strike or walkout. Each party shall, with the cooperation of the other, exercise reasonable efforts to mitigate the extent of a delay or a failure resulting from a *force majeure* condition and the adverse consequences thereof.

## 17. ARBITRATION

On all aspects where the above articles of this MoU are silent or for special cases of deviation from these articles, the decision mutually agreed upon NIC and User will be final. However, in case of any dispute relating to or arising out of the MoU, such dispute shall be resolved amicably by mutual consultations. If such resolution is not possible, then the unresolved dispute or difference shall be referred to the arbitration of a sole arbitrator to be appointed by Secretary, Deptt. of Legal Affairs, Govt. of India. The Arbitration and Conciliation Ordinance, 1996 together with any modifications or re-enactment thereof and rules framed there under, as amended from time to time shall not be applicable to such arbitration proceedings under this clause.

Dr. P. S. Srinivasan  
Lecturer  
Department of Computer Science  
Gandhi University - 751015

15/12/15  
Alok Kumar



Gandhi University, Guntur



## 18. INDEMNITY

PEA shall stand indemnified from all aspects of usage of the outcome creation of NKN including any eventual running of application covered under cyber law related crimes and for any antinational activities arising out of the usage of the Links. In case such activity occurs on the Link provided to the User, then the User shall be held responsible for the damages pertaining to the misuse of NKN Link.

## 19. NON SUABILITY

Neither of the co-signatories to this Agreement could be sued in any court of law in India or abroad by the other party, for the events if any party is not able to perform as per any of the stipulations of this Agreement, due to circumstances beyond their control.

## 20. TERMINATION OF SERVICES / AGREEMENT

- 20.1 In case, the "User" terminates the last mile connectivity of the links provisioned by the PEA within the initial period of 2 years of provisioning the Link then, the PEA shall be liable to charge the service fee for 2 years assuming the link has been live for the period of 2 years, as a substantial amount is incurred in provisioning of last mile expenditure on Network.
- The provisioning of links to a new location shall be on the basis of examination of the feasibility of new location as mutually agreed on case to case basis.

*Example: In case of a 1Gbps link of >20 Kms is being terminated in the first 6 months, the fee payable by the User to the PEA shall be Rs. 30 lakhs (Balance 1.5 year X Rs. 20 lakhs per year for 1Gbps link)*

- 20.2 Either Party ("the first Party") may terminate this Agreement with immediate effect by giving written notice to the other ("the Second Party"), without any compensation or damages due to the second party, but without prejudice to any other rights or remedies which either Party may have, if:
- the second party commits a breach of this Agreement which is not capable of remedy;
  - the second party commits a breach of this Agreement which is capable of remedy but is not remedied within three (3) months of receipt of written notice from the first Party or;
  - if and for so long as PEA believes that the Services used by the User, or the Access Link or the Service, do not comply with any law or regulation or cause disruption or damage to NKN, or have an adverse effect on other services available to any other User or on NKN's business relationships with any other third parties, or if PEA believes that any of the above situations appear likely.
- 20.3 If and for so long as PEA believes that the Access Link (or the User's use of it) causes or appears likely to cause death or personal injury, or material damage to property; or
- 20.4 The second party's ability to survive as an independent entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the second party, any failure by the second party to pay any of its dues to its creditors, the institution of any winding up proceedings against the second party or the happening of any such events that are adverse to the commercial viability of the second party.

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Council of Computer Education  
Gandhi Nagar, Delhi

20.5 In the event that PEA exercises its right to suspend the service pursuant to this Agreement, it shall, whenever reasonably practicable, give reasonable prior written notice of such suspension to the User, for which the notice shall state the grounds of such suspension and its expected duration. Where any such suspension is made in accordance with this Clause 20.4, then NKN shall, where reasonably practicable use its reasonable endeavors to minimize the effect of and the duration of any such suspension.

## 21. CONSEQUENCES OF TERMINATION

21.1 On expiry or termination of this Agreement:

- a) the PEA shall immediately cease to provide the services and shall disconnect the Access Link or at User's option, shall permit PEA to disconnect the Access Link; and
- b) both parties shall remove any references to the availability or provision of the services on NKN from any and all publicity materials in whatever form in their possession or control (including, without limitation, any such references on the Parties respective websites) within fourteen (14) days after the effective date of termination or expiry.

21.2 Where Agreement is terminated, PEA shall not be obliged to refund or waive any fees (or any proportion of them) which has been paid or has become payable by the User.

21.3 Where this Agreement is terminated, the PEA shall reserve all rights to withdraw / remove all equipment installed at the User's site by the PEA for the implementation of the NKN project.

## 22. NOTICES

All notices, requests or consents provided for or permitted to be given under this Agreement shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two (2) days after mailing or on the date of delivery, if personally delivered:

<b>To NIC at:</b> National Informatics Centre (NIC), Department of Information Technology, Ministry of Communication and Information Technology, Block-A, CGO Complex, Lodi Road, New Delhi - 110003 e-Mail: <a href="mailto:piu@nic.in">piu@nic.in</a>	<b>To User at:</b> XXXX Gauhati University Guwahati - 14. PIN- 781014, Assam
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Any Party may change the address to which notices are to be directed by it to the other party in the manner specified above.

A notice served on a representative/nodal officer is taken as notice to that representative's party.

## 23. RELATIONSHIP BETWEEN THE PARTIES

The relationship between the parties is that of independent contractors, and at no time shall either party hold itself out as being the principal, agent or partner of the other.

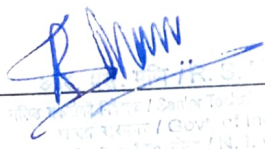
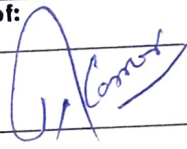
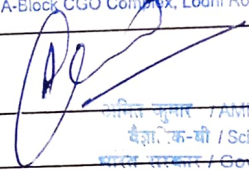


24. GENERAL

24.1 This Agreement constitutes the entire agreement between the parties relating to the subject-matter of the Agreement. The User acknowledges and agrees that it has not relied on any statement or representation made by PEA in agreeing to enter into this Agreement. Nothing in this Clause 24.1 shall operate to limit or exclude either Party's liability for fraud.

24.2 No variation to this Agreement shall be effective unless it is in writing and signed by authorized signatories for both Parties. An addendum for such changes shall be sent to the parties to this agreement.

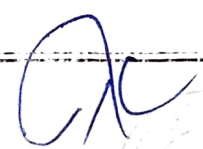
In Witness Thereof, the parties have agreed this Services Agreement to be executed by their duly authorized representatives to be effective as on the \_\_\_\_\_, 20\_\_ at New Delhi.

For and on behalf of:	
Details	National Informatics Centre (NIC), DIT, MOC&IT, Block-A, CGO Complex, Lodi Road, New Delhi-110003
Signature:	
Name:	UTTAM CH DAS
Designation:	Registrar
Date:	15.12.2011
Place:	Guwahati-14
In the Presence of:	
Signature:	
Name:	अनिल कुमार / Anil Kumar
Designation:	वैज्ञानिक-बी / Scientist-B भारत सरकार / Govt. of India रा. सू. वि. केंद्र / N. I. C.
Date:	संचार एवं सूचना प्रौद्योगिकी मंत्रालय / M/o. C & IT इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी विभाग / Depty ए-ब्लॉक, लोदी रोड, कॉम्प्लेक्स लोदी रोड, नई दिल्ली-110003 A-Block CGO Complex, Lodi Road, New Delhi-110003
Place:	Guwahati
Signature:	
Name:	अभिजित सरमा / ABHIJIT SARMA
Designation:	वैज्ञानिक-बी / Scientist-B भारत सरकार / Govt. of India रा. सू. वि. केंद्र / N. I. C.
Date:	संचार एवं सूचना प्रौद्योगिकी मंत्रालय / M/o. C & IT इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी विभाग / Depty ए-ब्लॉक, लोदी रोड, कॉम्प्लेक्स लोदी रोड, नई दिल्ली-110003 A-Block CGO Complex, Lodi Road, New Delhi-110003
Place:	Guwahati

15/12/11  
Registrar  
Government of Computer Science  
Gauhati University

15/12/11  
Abhijit Sarma  
Assistant Professor

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Gauhati University









enhanced opportunities.

- C. The parties recognizing the importance of research and development in the areas of mushroom cultivation and intent to cooperate and focus their efforts within areas of Skill Based Training, Education and Research.
- D. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E. **Mushroom Development Foundation, Guwahati 781001**, the Second Party is engaged in in spawn production, training of farmers, marketing of mushrooms and related fields.
- F. The Mushroom Development Foundation (MDF), a not-for-profit organisation established in 1997 and based in Guwahati, is working towards spawn production, training of farmers, and marketing of mushrooms.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:**

**CLAUSE 1  
CO-OPERATION**

- 1.1. Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2. First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training / production systems, keeping in mind the needs of the industry, the Second Party.
- 1.3. First Party and Second Party shall make provisions to share their respective important R&D facilities in order to promote academic and research interactions in the areas of cooperation.
- 1.4. The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

Mushroom Development Foundation

H. K. Banerjee  
Authorised Signatory

Head, Department of Biotechnology  
GAUHATI UNIVERSITY  
Guwahati-781014  
Moham Ch. Kalita



**CLAUSE 2**  
**SCOPE OF THE MoU**

- 2.1. The students from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2. **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students/trainees fit into the industrial scenario meaningfully.
- 2.3. **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its facilities and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops /Industrial Sites for the hands-on training of the learners enrolled with the First Party. The Second Party may seek assistance/guidance of Department of Biotechnology, Gauhati University faculty member/s in product/process development modification, modernization, trouble shooting, etc.
- 2.4. **Spawn Production Cum Research Lab:** Both Parties aim to address the existing gaps in the Quality Mushroom Spawn supply in North East India. The Spawn Production Cum Research Lab at Department of Biotechnology, Gauhati University will be a repository of quality strains; facilitating commercial span production which will be finally provided to the farmers. The facility will also make ready to grow 'Mushroom Spawn Bags' for mushroom entrepreneurs. This will ensure up scaling of mushroom cultivation and will jointly promote consumption of mushroom among the citizens.
- 2.5. The quality control of stock cultures, assessing purity and viability of strains as and when required will be provided by the First Party to the Second Party, which will make commercial spawn from the same. The Infrastructure such as building space and equipment required will be provided by the First Party to the Second Party. The Second Party will use the facilities to produce commercial mushroom spawn and ready to grow mushroom bags to be sold to the farmers in affordable price. The First Party will assist the Second Party in contamination free mushroom spawn production in the allocated space. Man power along with raw materials will be provided by the Second Party for commercial production on mushroom spawn. Both the Parties will push for infrastructural development by securing external finance from National and International Funding Agencies. There is no financial commitment on the part of the University to support any programme mentioned in the MoU.
- 2.6. Net income (subtracting the costs of doing business from the total revenue generated) from



the sales of spawn and related entities, will be shared at a ratio mutually agreed by both the Parties. In case of loss for any reason, the loss will be borne by both the Parties in a similar manner. The ratio that has been agreed during the time of this agreement is First Party 40% and Second Party 60% from the net income.

- 2.7. **Separate Accounts and Statements:** A separate bank account will be maintained by the Parties for externally funded projects during the term of this MOU.
- 2.8. **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of mushroom cultivation. There will be no restriction on publication of results, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent. Both the parties will be free to independently carry out follow-up research on the research work conducted under this scheme. Waste generated from this facility may be used for vermicomposting as decided by the First Party.
- 2.9. **Working hours and Holidays:** The facility created under this MOU can operate under its own schedule decided after mutual agreement between both the Parties. Only certified personnel accredited by both the Parties may access the said facility.
- 2.10. **Skill Development Programs:** Second Party in collaboration with the First Party will train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.11. **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.12. **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.13. **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs.
- 2.14. **Showcase business activities:** The Second Party may showcase its business activities at the seminar/workshop/conference, etc. at Department of Biotechnology, Gauhati University.
- 2.15. **Mushroom promotion:** Both the Parties will jointly raise funds and resources for promotion of mushroom cultivation in North East India.
- 2.16. The Second Party may avail library, Internet, computational facilities at Department of Biotechnology, Gauhati University.
- 2.17. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.
- 2.18. If there is any other financial consideration including maintenance of facility, it will be dealt separately by both the parties through mutual discussion.

Mushroom Development Foundation  
Authorised Signatory  
Head, Department of Biotechnology  
GAUHATI UNIVERSITY  
Guwahati-781017



**CLAUSE 3  
INTELLECTUAL PROPERTY**

- 3.1. Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc. by the parties under the law will be decided on case to case basis after mutual consultation. Both the parties will have exclusive trademark rights over products developed as an outcome of this MOU.

**CLAUSE 4  
VALIDITY**

- 4.1. This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period Name of Industry, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Mushroom Development Foundation, Guwahati, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2. Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations. The Parties will pay to one another any amounts due under this Agreement through the date of termination within 90 days/ as per Gauhati University policy. Tangible assets, whether movable or immovable; intangible assets including intellectual property will be shared or liquidated between the two Parties on case to case basis after mutual consultation.

**CLAUSE 5  
CONFIDENTIALITY**

- 5.1. During the tenure of the MOU both the parties will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.
- 5.2. Both Department of Biotechnology, Gauhati University; the First Party and Mushroom Development Foundation, Guwahati, the Second Party shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or projects.

Mushroom Development Foundation  
Authorised Signatory

Head, Department of Biotechnology  
GAUHATI UNIVERSITY  
Guwahati-781014



- 5.3. Further both the parties shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.
- 5.4. CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing Party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing Party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing Party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving Party,
- (b) is already in the rightful possession of the receiving Party prior to its receipt of such data or information;
- (c) is independently developed by the receiving Party without reference to the confidential information of the disclosing Party
- (d) is rightfully obtained by the receiving Party from a Third Party or is in the public domain
- (e) is disclosed with the written consent of the Party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing Party.

#### CLAUSE 6 AMENDMENTS

- 6.1. Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

#### CLAUSE 7 RELATIONSHIP BETWEEN THE PARTIES

- 7.1. It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

Second Party

Page 6 of

Head, Department of  
Biotechnology  
GAUHATI UNIVERSITY  
Guwahati-781014

MUSAROOI TECHNOLOGY FOUNDATION  
Authorized Signatory



Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Guwahati. The language of arbitration shall be English.

**AGREED:**

For Department of Biotechnology,  
Gauhati University

Mohan Ch. Kalita  
Authorized Signatory  
Department of Biotechnology  
GAUHATI UNIVERSITY  
Guwahati-781014

For Mushroom Development  
Foundation, Guwahati

Ranjit Baruah  
Authorized Signatory  
13/11/2020  
Mushroom Development Foundation  
32, Lamb Road, Guwahati

Department of Biotechnology, Gauhati University	Mushroom Development Foundation, Guwahati
Address Gopinath Bordoloi Nagar JALUKBARI GUWAHATI - 786014	Address 32, LAMB ROAD, AMBARI GUWAHATI - 781001, ASSAM
Contact Details 9957181630	Contact Details 9854003003
E-mails mckalitagn@gmail.com	E-mails mdfassam@gmail.com
Web www.gauhati.ac.in	Web www.mushroomfoundation.in

Witness 1: DEBASISH BORBOA  
13/11/2020

Witness 3: MK  
13/11/2020  
Mohammad Imtiaz  
Khan

Witness 2: Dr. S. S. Swargija  
13/11/2020

Witness 4: Dr. HRIDIP KUMAR SARMA  
13-11-2020



Visnuroo: Development Foundation

*[Handwritten Signature]*  
Authorized Signatory

Head, Department of  
Biotechnology  
GAUHATI UNIVERSITY  
Guwahati-781014







enhanced opportunities.

- C. The parties recognizing the importance of research and development in the areas of mushroom cultivation and intent to cooperate and focus their efforts within areas of Skill Based Training, Education and Research.
- D. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E. **Mushroom Development Foundation, Guwahati 781001**, the Second Party is engaged in in spawn production, training of farmers, marketing of mushrooms and related fields.
- F. The Mushroom Development Foundation (MDF), a not-for-profit organisation established in 1997 and based in Guwahati, is working towards spawn production, training of farmers, and marketing of mushrooms.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:**

**CLAUSE 1  
CO-OPERATION**

- 1.1. Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2. First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training / production systems, keeping in mind the needs of the industry, the Second Party.
- 1.3. First Party and Second Party shall make provisions to share their respective important R&D facilities in order to promote academic and research interactions in the areas of cooperation.
- 1.4. The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

Mushroom Development Foundation

H. K. Banerjee  
Authorised Signatory

Head, Department of Biotechnology  
GAUHATI UNIVERSITY  
Guwahati-781014  
Moham Ch. Kalish



**CLAUSE 2**  
**SCOPE OF THE MoU**

- 2.1. The students from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2. **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students/trainees fit into the industrial scenario meaningfully.
- 2.3. **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its facilities and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops /Industrial Sites for the hands-on training of the learners enrolled with the First Party. The Second Party may seek assistance/guidance of Department of Biotechnology, Gauhati University faculty member/s in product/process development modification, modernization, trouble shooting, etc.
- 2.4. **Spawn Production Cum Research Lab:** Both Parties aim to address the existing gaps in the Quality Mushroom Spawn supply in North East India. The Spawn Production Cum Research Lab at Department of Biotechnology, Gauhati University will be a repository of quality strains; facilitating commercial span production which will be finally provided to the farmers. The facility will also make ready to grow 'Mushroom Spawn Bags' for mushroom entrepreneurs. This will ensure up scaling of mushroom cultivation and will jointly promote consumption of mushroom among the citizens.
- 2.5. The quality control of stock cultures, assessing purity and viability of strains as and when required will be provided by the First Party to the Second Party, which will make commercial spawn from the same. The Infrastructure such as building space and equipment required will be provided by the First Party to the Second Party. The Second Party will use the facilities to produce commercial mushroom spawn and ready to grow mushroom bags to be sold to the farmers in affordable price. The First Party will assist the Second Party in contamination free mushroom spawn production in the allocated space. Man power along with raw materials will be provided by the Second Party for commercial production on mushroom spawn. Both the Parties will push for infrastructural development by securing external finance from National and International Funding Agencies. There is no financial commitment on the part of the University to support any programme mentioned in the MoU.
- 2.6. Net income (subtracting the costs of doing business from the total revenue generated) from



the sales of spawn and related entities, will be shared at a ratio mutually agreed by both the Parties. In case of loss for any reason, the loss will be borne by both the Parties in a similar manner. The ratio that has been agreed during the time of this agreement is First Party 40% and Second Party 60% from the net income.

- 2.7. **Separate Accounts and Statements:** A separate bank account will be maintained by the Parties for externally funded projects during the term of this MOU.
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- 2.9. **Working hours and Holidays:** The facility created under this MOU can operate under its own schedule decided after mutual agreement between both the Parties. Only certified personnel accredited by both the Parties may access the said facility.
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- 2.16. The Second Party may avail library, Internet, computational facilities at Department of Biotechnology, Gauhati University.
- 2.17. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.
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Mushroom Development Foundation  
Authorised Signatory  
Head, Department of Biotechnology  
GAUHATI UNIVERSITY  
Guwahati-781014



**CLAUSE 3**  
**INTELLECTUAL PROPERTY**

- 3.1. Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc. by the parties under the law will be decided on case to case basis after mutual consultation. Both the parties will have exclusive trademark rights over products developed as an outcome of this MOU.

**CLAUSE 4**  
**VALIDITY**

- 4.1. This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period Name of Industry, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Mushroom Development Foundation, Guwahati, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
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**CONFIDENTIALITY**

- 5.1. During the tenure of the MOU both the parties will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.
- 5.2. Both Department of Biotechnology, Gauhati University; the First Party and Mushroom Development Foundation, Guwahati, the Second Party shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or projects.

Mushroom Development Foundation  
Authorised Signatory

Head, Department of Biotechnology  
GAUHATI UNIVERSITY  
Guwahati-781014



- 5.3. Further both the parties shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.
- 5.4. CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing Party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing Party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing Party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving Party,
- (b) is already in the rightful possession of the receiving Party prior to its receipt of such data or information;
- (c) is independently developed by the receiving Party without reference to the confidential information of the disclosing Party
- (d) is rightfully obtained by the receiving Party from a Third Party or is in the public domain
- (e) is disclosed with the written consent of the Party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing Party.

#### CLAUSE 6 AMENDMENTS

- 6.1. Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

#### CLAUSE 7 RELATIONSHIP BETWEEN THE PARTIES

- 7.1. It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

Second Party

Page 6 of 6

Head, Department of  
Biotechnology  
GAUHATI UNIVERSITY  
Guwahati-781014

MUSAROOR Education Foundation  
Authorized Signatory



Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Guwahati. The language of arbitration shall be English.

**AGREED:**

For Department of Biotechnology,  
Gauhati University

Mohan Ch. Kalita  
Authorized Signatory  
Department of Biotechnology  
GAUHATI UNIVERSITY  
Guwahati-781014

For Mushroom Development  
Foundation, Guwahati

Ranjit Baruah  
Authorized Signatory  
13/11/2020  
Mushroom Development Foundation  
32, Lamb Road, Guwahati

Department of Biotechnology, Gauhati University	Mushroom Development Foundation, Guwahati
Address Gopinath Bordoloi Nagar JALUKBARI GUWAHATI - 780014	Address 32, LAMB ROAD, AMBARI GUWAHATI - 781001, ASSAM
Contact Details 9957181630	Contact Details 9854003003
E-mails mckalitagn@gmail.com	E-mails mdfassam@gmail.com
Web www.gauhati.ac.in	Web www.mushroomfoundation.in

Witness 1: DEBASISH BORBOA  
13/11/2020

Witness 2: Dr. S. S. Swargija  
13/11/2020

Witness 3: MK  
13/11/2020  
Mohammad Imtiaz  
Khan

Witness 4: Dr. HRIDIP KUMAR SARMA  
13-11-2020



Visnuroo: Development Foundation

*[Handwritten Signature]*  
Authorized Signatory

Head, Department of  
Biotechnology  
GAUHATI UNIVERSITY  
Guwahati-781014



MOU with Rajbhavan Assam

C-3

**GOVERNOR'S SECRETARIAT, ASSAM**  
**RAJ BHAVAN : GUWAHATI-781001.**

**URGENT**

December 09, 2020

No.GSA.38/2019/57

From : **Shri Pankaj Thakur,**  
Joint Secretary, Governor's Secretariat,  
Assam, Raj Bhavan, Guwahati-1

To : **The Registrar,**  
Gauhati University,  
Jalukbari, Guwahati-14

Sub : Establishment of Digital Library at Raj Bhavan, Assam.

Sir,

With reference to the above, I am directed to enclose herewith copy of the Agreement signed on 08<sup>th</sup> December, 2020 between Raj Bhavan, Assam represented by Addl. Secretary to Governor, Assam and Department of Library and Information Science, Gauhati University represented by Registrar, Gauhati University in connection with creation of Digital Library at Raj Bhavan, Guwahati.

You are further requested to take necessary arrangements for furnishing the bill to this office in connection with the project as per the terms of the agreement for release of the initial payment from this end for the current financial year at the earliest. The Bill for the next financial year may be submitted in the month of April, 2021.

This is for your kind information and necessary action.

Yours faithfully,

Encl : As stated.

(Pankaj Thakur)

Joint Secretary, Governor's Secretariat,  
Assam, Raj Bhavan, Guwahati-1

Memo No. No.GSA.38/2019/57-A,

December 09, 2020

Copy to:

1. Smti. Swapna Dutta Deka, ACS, Addl. Secretary to Governor, Assam, Raj Bhavan, Guwahati-1.
2. Dr. Sanjay Kumar Singh, Professor & Head, Department of Library and Information Science, Gauhati University, Jalukbari, Guwahati-14.
3. Concerned file.

(Pankaj Thakur)

Joint Secretary, Governor's Secretariat,  
Assam, Raj Bhavan, Guwahati-1





असम ASSAM

D 735791

AGREEMENT

This Deed of Agreement is made on this 08<sup>th</sup> day of December, 2020 at Guwahati

-BETWEEN-

Governor's Secretariat, Assam, Raj Bhavan, Guwahati represented by Addl. Secretary to The Governor, Assam, here-in-after called the First Part;

-A N D-

Department of Library and Information Science, Gauhati University represented by the Registrar, Gauhati University here-in-after called the Second Party.

Whereas First Party has requested the Second Party (representing the Gauhati University and more particularly Department of Library and Information Sciences, The Gauhati University, Guwahati) for installation of equipments and initial set up of the Digital Library at Raj Bhavan, Guwahati.

And whereas in pursuant to the acceptance of the offer, the parties hereto are desirous of entering into an agreement between above presents on the various terms and conditions herein after appearing.

*Sirupur Datta Debn*

*Cheranta Kr. Kaita*



Now in consideration of the premises, it is hereby agreed by and between the parties hereto as follows:-

**This deed of agreement witnesses as follows:**

- (a) The second Party will undertake the required Commissioning & Installation of the Equipment, SOUL Library Management Software developed by INFLIBNET for creation and maintenance of bibliographic information, facilitate easy storage and retrieval of the documents, physical process and arrangements of Books and other documents and maintain records of the documents in internationally accepted standard, installation of DSpace software, hosting of the database in the Cloud Server provided by INFLIBNET Centre.
- (b) The Second Party shall engage necessary qualified professional(s) for one year or till the project continues whichever is earlier.
- (c) The first party will provide Logo, Banner, ColorScheme etc. for the DSpace software.
- (d) The second party agreed to undertake the project and the first party will make payment to the second party an amount of Rs. 9,08,880/ (Rupees Nine Lakh, eight thousand eight hundreds and eighty) only plus GST wherever applicable towards the Creation for the Digital Library (details in Annexure A herewith).
- (e) The second party shall provide Annual Maintenance work for a period of five years after completion of the project at an estimated cost of Rs.1,00,000.00 (Rupees One Lakh) only per annum.
- (f) The First Party shall not be liable for any loss, damage, theft burglary or robbery of any personnel belongings, equipment or vehicles of the personnel of the Second Party.
- (g) The personnel deployed should be polite, cordial, positive and efficient while handling the assigned work and shall promote good will and enhance the image of this office.
- (h) The personnel deployed shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as all are of confidential/secret nature.
- (i) The Second Party's personnel shall not be entitled to any benefit/compensation/absorption/regularization of service from the First Party.
- (j) The Second Party shall engage the necessary personnel as required by the First Party from time to time. The said personnel engaged by the Second Party shall be the personnel engaged/employees of the Second Party and it shall be the duty of the Second Party to pay their remuneration every month out of fund received for the purpose.
- (k) The transportation, food, medical and other statutory requirement in respect of personnel of the Second Party shall be the sole responsibility of the Second Party.
- (l) The character antecedents of each of the personnel of the Second Party will be verified by the Second Party before their deployment and a verification certificate from the local Police Station is to be submitted to the First Party.


Shriya Datta Dubey

Chhanda Kr. Kalia

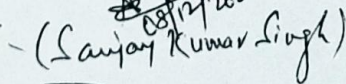
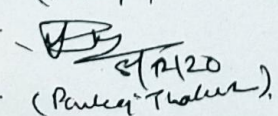
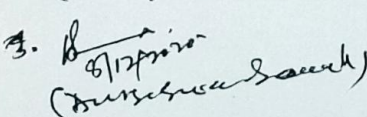



- (m) Working hours will be normally eight hours per day during working days including half an hour lunch break.
- (n) The personnel may be called on any day other than working day depending upon exigencies i.e. Saturdays, Sundays and other gazette holidays if required.
- (o) The Second Party shall provide a substitute if any of the deployed personnel remain absent from duty for long period.
- (p) The Second Party shall be available for contact at all times, and receipt of message send by email/fax/special messenger from the First Party to the Second Party shall be acknowledged immediately.
- (q) The First Party (including its assigns/agencies/employees) in particular the Deputy Secretary/Under Secretary/Superintendent of Governor's Secretariat, Assam shall reserve the right to oversee/supervise/monitor the work performance of the personnel engaged by the Second Party.
- (r) In case of any requirement, the agreement may be extended by mutual consent.
- (s) In case of any requirement the agreement may be terminated by any Party with an advance notice of atleast 3 months in advance.
- (t) The work will be started by the Second Party immediately after the release of the payment as mentioned in (d) above, if required for the financial year 2020-21 initially. The rest of the amount will be released by the First Party on demand depending on progress of work.
- (u) In case of any dispute or disagreement, it may be settled by mutual discussion, any unsettled dispute warranting legal recourse shall be subject to the jurisdiction of Gauhati Court only.

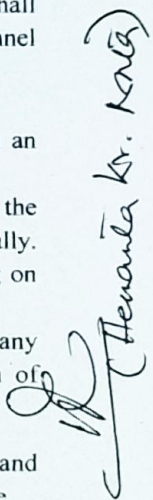
In Witness whereof both parties hereto have signed this deed of agreement and subscribed their respective hands and seal the day, month and year first stated herein above.

  
 (Hemanta Kr. Mishra)  
 পঞ্জীয়ক  
 For and on behalf of The Second Party  
 Registrar  
 Assam University, Guwahati-14

Witnesses:

1.   
 (Sanjay Kumar Singh)
2.   
 (Pankaj Thakur)
3.   
 (Anurag Kumar)

  
 (Swarna Debi Deba)  
 For and on behalf of The First Party  
 Addl. Secretary to the Governor,  
 Assam, Raj Bhavan, Guwahati-

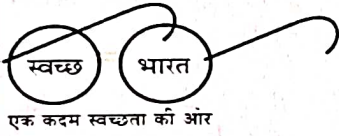
  
 Hemanta Kr. Mishra





অসম অসম ASSAM

23AA 024627



This CONTRACT ("Language Translation and Proof Reading of the IEC Materials Under The Mission Directorate, Swachh Bharat Mission –Gramin, Assam") is entered into on the 31<sup>st</sup> date October 2019 by and between the Mission Directorate, SBM (G), Assam ("the Client") having its principal office located at O/o Chief Engineer, Assam, Hengrabari, Guwahati - 781036, and Head of the Department of Linguistics, Gauhati University, Guwahati 781014, Assam ("the Consultant") having its principal office located at Gauhati University, Guwahati 781014.

Head of the Department of Linguistics and Mission directorate, SBM-G, Assam, understands and agrees that this agreement is being signed only for the assignment "Language Translation and Proof Reading of the IEC Materials" Under The Mission Directorate Swachh Bharat Mission (Gramin), Assam as per the terms and conditions laid in Annex-I.

This agreement is effective from the date of its signature and continues in effect until any Participant decides to discontinue its Participation in this agreement, by giving notice in writing.

This agreement may be modified through the mutual, written consent of the Participants.

Signed in duplicate at Guwahati, the 31<sup>st</sup> October, two thousand and nineteen, in the English languages.

Department of Linguistics  
Gauhati University  
Guwahati-781014, Assam

Chief Engineer (PHE) Sanitation  
Assam, Hengrabari  
Guwahati-36

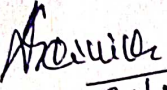
J. Sankar  
Head  
31.10.2019

Moulik  
31/10/2019



On behalf of the organization I represent to sign this agreement.

For SBM-G, Assam:

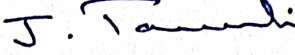
  
31/10/2019

(Signature of Authorized  
Representative) Name:  
Designation:  
Organization: SBM(G), Assam  
Date:  
Place: Guwahati

Chief Engineer (PHE) Sanitation  
Assam, Hengrabari  
Guwahati-36

(Seal)

For HOD, Linguistic Department,  
Guwahati:

 31.10.2019

(Signature of Authorized  
Representative) Name: Jyoti PRAKASH TAMUL  
Designation:  
Organization: HOD, Linguistic  
Department  
Date:  
Place: Guwahati

Head  
Department of Linguistic  
Gauhati University  
Guwahati-781014, Assam  
(Seal)



Annex-I  
Terms and Conditions

**1. Background:**

1.1 Public Health Engineering Department (PHED) of the state of Assam is mandated to the core responsibility to supply safe water and providing sanitation facilities to the people in rural areas of the state. The Chief Engineer (PHE), Sanitation, Assam, oversees the implementation of Swachh Bharat Mission-Gramin in the state.

To accelerate the efforts to achieve universal sanitation coverage in a time bound manner in mission mode, the **Prime Minister of India, Shri Narendra Modi**, launched the Swachh Bharat Mission (SBM) on 2nd October, 2014, with the goal of achieving an **Open Defecation Free (ODF) India by 2nd October 2019**, as a fitting tribute to Mahatma Gandhi on his 150th birth anniversary. The Department of Drinking Water and Sanitation manages the rural component of the Mission – Swachh Bharat Mission Grameen (SBM-G), and is the coordinating department for the overall SBM. Since the launch of the SBM, India's rural sanitation coverage has increased from 39% in 2014 to over 99% as of June 2019, and the Mission is on track to achieve its goal of an ODF India by 2019. Going forward, the SBM will focus on moving from ODF to ODF Plus, through a focus on ODF sustainability and Solid Liquid Waste Management under four major verticals: Greywater management, plastic waste management, bio-degradable solid waste management and faecal sludge management.

**The state of Assam was declared ODF on 5<sup>th</sup> March 2019**

1.2 In its march towards sustaining ODF status and to reach out to the diverse sections of the society with multiplicity of culture and language of the state, the Mission Directorate has adopted a scientific attitude whereby, a Comprehensive Need based Assessment survey was conducted through a professional agency across Assam to determine existing communication bottlenecks and means to address them. Voice of plurality amongst different sections of the society came up during this survey about their understanding of safe sanitation and other WASH related practices.

Based on the findings of this survey, IEC tools relating to social behavioral change communication was prepared by the Mission Directorate that comprises specific IEC handbooks, Flipcharts etc. for Community, Aanganwadi workers, School Students, Swachhagrahis etc.

**2. Objectives and Proposed Activities:**

2.1 The core objective of the assignment will be to go through the linguistic aspects of the materials developed under the Mission Directorate, Swachh Bharat Mission- Gramin, Assam. The proposal intends to covers various aspects related to the development of the IEC materials like Language Translation and Proof Reading in various languages prevailing in Assam.

**3. Activity: Language Translation and Proof Reading of IEC Materials**

As mentioned above the task will aim at fine tuning the IEC materials developed under the Mission Directorate, Swachh Bharat Mission-Gramin, Assam.

The specific objectives will be:

- i. To examine the content of the IEC materials
- ii. Language Translation and Proof reading of IEC materials like Flip Charts, Handbooks, Posters, Banners, comic books and any other tasks as assigned by the Mission Directorate, SBM(G), Assam
- iii. To identify and suggest changes in script Text Document submitted for Language Translation or any other related work.
- iv. The Mission Directorate will provide Soft/Hard Copies of the material(s) for carrying out the necessary task within a definite time frame.

Department of Linguistics  
Gauhati University  
Guwahati-781014, Assam

Head

31.10.2019

Assam  
Chief Engineer (PHE) Sanitation  
Assam, Hengrabari  
Guwahati-781036



#### 4. Operational Framework of the Activity: Language Translation and Proof Reading of IEC Material

##### 4.1 Clause-1

Both the parties have agreed to carry out the above mentioned assignment as follows:  
The assignment for **Language Translation and Proof Reading of the IEC Materials** under the Mission Directorate Swachh Bharat Mission -Gramin, Assam will be carried out as consultancy services by the department(s) under the supervision of Head of the Department, Linguistics, Gauhati University.

##### 4.2 Clause-2

The joint effort of both the parties may also be extended for other categories or similar nature of work of client as per the requirements of **SBM-G, Assam**

##### 4.3 Clause-3

This Memorandum of Understanding remain in force till **31<sup>st</sup> December, 2019**, from the date of signing, however the Memorandum of Understanding could be terminated/extended by giving prior notice of **1 (One) months** from either party.

##### 4.4 Clause-3

A. The Operational Team from Gauhati University:

- I. Programme Supervisor : The Head of the Department, Linguistics, Gauhati University
- II. Programme coordinator: Dr. Seuji Sharma, Assistant Professor, Department of Linguistics, Gauhati University. Responsible for overall coordination with SBM(G) officials related to assignments.

Language Experts:

- III. Assamese: Dr. Seuji Sharma, Department of Linguistics, G.U.
- IV. Bengali: Dr. Barun Saha, Assistant Professor, Department of Bengali, G.U.
- V. Boro: Dr. Prafulla Basumatary, Post-doctorate Fellow, Department of Linguistics, G.U.

B. Work experience certificate should be issued to the Language Experts from SBM-G so that those certificates may be produced in Gauhati University.

##### 5. Expected outcome: Translation and Proof Reading of the IEC Materials:

The following are the expected outcome of the Job:

- i. To provide grammatically error free scripts so that the messages designed can be delivered to its intended audience in the most effective manner
- ii. To avoid and omit any words, phrases, pictures, diagrams etc. that may hurt the sentiments of any person or community

##### 6. Deliverables:

- 6.1 Translation, and Proof Reading of the IEC Materials must be done within the stipulated time as decided by the Mission Directorate SBM-G, Assam
- 6.2 The deliverables may be submitted in the form of softcopies and hard copies (Spiral Bind) with counter signed and sealed by the HOD, Linguistic Department as desired by the Mission Directorate, SBM-G

##### 7. Support from SBM-G:

The Mission Directorate, SBM-G will provide all the necessary IEC related materials in Hard Copies/ Soft Copies for Proof Reading/Translations or any other related task.

##### 8. Budget: The detail Budget for the activity is at Annexure A

##### 9. Payment:

- 9.1 All the payments will be made under the IEC component of Swachh Bharat Mission (Gramin), Assam through NEFT bank transfer subject to the availability of funds.

##### 10. Timeline: The timeline for delivery is attached with this agreement as Annexure B

Department of Linguistics  
Gauhati University  
Guwahati-781014, Assam

Head  
3.10.2019

Approved  
3.11.2019  
Shri Engineer (PHE) Sanitation  
Assam, Hengrabari  
Guwahati-36



**Annexure A**

**Suggested rates:**

Sl No	Nature of activity	Specification	Rate (INR) Per Page/ Per Unit (Tentative)
1	Translation	Per A4 Size Page Up to 500mWords	Rs. 200/-
2	Translation	Legal Size Page 500 to 1000 Words	Rs. 400/-
3	Translation	Design related Flip Chart, Banner, Posters etc.	Rs. 150/-
4	Proof reading (without modification)	Per A4 Size Page Up to 500mWords	Rs. 100/-
5	Proof reading (with modifications: content, grammatical error etc.)	Per A4 Size Page Up to 500mWords	Rs. 200/-
6	Proof reading (without modification)	Legal Size Page 500 to 1000 Words	Rs. 150/-
7	Proof reading (with modifications: content, grammatical error etc.)	Legal Size Page 500 to 1000 Words	Rs.300/-
8	Proof reading	Design related Flip Chart, Banner, Posters Hand book etc.	Rs. 100/-
9	Report submission	Per activity	Rs. 5000/-
10	Programme Coordinator	For Coordination Purpose	Rs. 1000/- Per Month

(Taxes extra as applicable)

J. V.  
Head  
Department of Linguistics  
Gauhati University  
Guwahati-781014, Assam  
31.10.2019

*[Signature]*  
21/10/19  
Engineer (PHE) Sanitation  
Assam, Hengrabari  
Guwahati-36



**Annexure B**

Sl.No.	Nature of Work	Specification	Expected Delivery Date
1.	Proof Reading	Comic Books in Assamese, Bengali and Bodo.	3 (Three) days

Head  
Department of Linguistics  
Assam University  
Guwahati-781014, Assam

S. Tamuli  
3.10.2019

Manita  
21/10/2019  
Chief Engineer (PHE) Sanitation  
Assam, Hengrabari  
Guwahati-36





OFFICE OF THE MISSION DIRECTOR  
RASHTRIYA UCHCHATAR SHIKSHA ABHIYAN, ASSAM  
KAHILIPARA, GUWAHATI-781019

Email ID: rusassam@gmail.com, rusa-assam@assam.gov.in  
Phone No.-0361-3511733, Website: www.rusa.assam.gov.in

ARUSA/D/EIT/1/2020/19/446

Dated : 2<sup>nd</sup> Nov. 2020

From : Dr. Deepak Majumdar, IAS  
Secretary to the Govt. of Assam  
Higher Education Department &  
Mission Director, RUSA Assam

To : The Registrar,  
Gauhati University  
Jalukbari Guwahati

Subject : Development of Assamese font under RUSA Assam.

With reference to the subject cited above, I would like to inform you that Prof. Shikhar Kr Sarma, Professor & Former Head, Dept. of Information Technology, Gauhati University was communicated by RUSA office for development of an Assamese font under RUSA Assam. The font will be an Unicode font to be used in windows, linux, ubuntu, whatsapp, e-mail, MS office including photoshop and other IT applications, mobile phones etc. Accordingly Prof Sarma had agreed to develop the software and submitted the Project Proposal.

RUSA Assam has accepted his proposal and it was decided to pay Rs 522000.00 (Rupees five lakhs twenty two thousand) in 7 numbers of heads to Gauhati University for the project. The amount will be paid in the University bank account in favour of the Registrar, Gauhati University in two installments.

There will be 2 numbers of fonts, the name of the first font has been approved as উষা (Uxa) by the Government of Assam in the name of the Assamese magazine published from Darrang District in the year 1907, under the editorship of Padmanath Gohainbarua. The name of the second font will be intimated shortly. The administrative approval along with the financial sanction to release the fund will also be released shortly.

The letter regarding go-ahead of the project has been already issued vide our letter No ARUSA/D/EIT/1/2020/18/442 Dated 29<sup>th</sup> Oct. 2020.

Therefore a draft MoA copy has been enclosed herewith for your necessary signatures only.

Yours' Sincerely

Dr. Deepak Majumdar, IAS  
Secretary to the Govt. of Assam, Higher Education Department &  
Mission Director, RUSA Assam  
Dated : 2<sup>nd</sup> Nov 2020

Memo No: ARUSA/D/EIT/1/2020/19-A/446-fl

Copy To:

1. Prof. Shikhar Kr Sarma, Prof and former Head, Dept of IT and Director, Centre for Brahmaputra Studies for necessary information and action.

Secretary to the Govt. of Assam, Higher Education Department &  
Mission Director, RUSA Assam



**MEMORANDUM OF AGREEMENT (MOA)**  
**BETWEEN**  
**RASHTRIYA UCHCHATAR SHIKSHA ABHIYAN (RUSA), ASSAM**  
**AND**  
**GAUHATI UNIVERSITY**

This Memorandum of Agreement (herein after referred to as 'MoA' entered on the .....3rd.....Day of November.....2020 in Guwahati Assam by and between:

Rashtriya Uchchatar Shiksha Abhiyan (RUSA), Assam, a Centrally Sponsored Scheme of Ministry of Education, Govt. of India , its State Mission office is situated at Kahilipara, Guwahati- 19, Assam represented by Mission Director, of ( FIRST PARTY).

AND

Gauhati University, a State University under Govt. of Assam , situated at Jalukbari, Guwahati represented by Vice Chancellor and Registrar GU as Administrative Head of the University of the (SECOND party).

WHEREAS the FIRST PARTY a Centrally Sponsored Scheme of Ministry of Education, Govt. of India which receives fund from Govt. of India and Govt. of Assam and works in mission mode for providing funds for construction, renovation and creating new facilities to achieve equity, access and excellence in the State higher education system with greater efficiency, transparency, accountability and responsiveness.

WHEREAS the SECOND PARTY a State University under the State Government which deals with the Higher Education of the State.

WHEREAS , the FIRST PARTY has approached the SECOND PARTY for development of Assamese font with the following specifications.

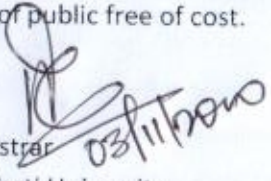
The purpose of this MoA is agreement between RUSA Assam and Gauhati University to what responsibilities are expected to be undertaken by both the parties in the development of Assamese software.

NOW THIS MEMORANDUM OF AGREEMENT BETWEEN THE PARTIES OBSERVE AND WITNESS AS FOLLOWS:

1. The FIRST PARTY will award the work of development of Assamese font after signing of agreement with the SECOND PARTY.
2. The Second Party will develop two numbers of Assamese fonts. The name of the first font will be "Uxa" উষা and the name of the second font will be intimated by the FIRST PARTY.



3. The FIRST PARTY will make payment to the SECOND PARTY for development of the font in the heads – Software/ tools, Manpower: consultants , developers (language experts, cesigners, technical experts), hiring of professionals, honorarium to domain experts, meetings etc, consumable and stationaries and contingencies.
4. The FIRST PARTY will make the payment to the SECOND PARTY in the account of Registrar , Gauhati University.
5. The FIRST PARTY will make payment of total Rs 5, 22000.00 (Five lakh twenty two thousand) to the SECOND PARTY in 2 instalments. 50% of the total fund in the first instalment and after 75% utilization of the first instalment the remaining 50% of the second instalment will be released.
6. The SECOND PARTY will develop the software within 3 months from this agreement and will hand over it to the FIRST PARTY.
7. The SECOND PARTY will provide “Project Completion” certificate to the FIRST PARTY after completion of the assigned project and will take the responsibility of maintenance of the font for at least 1 year.
8. The SECOND PARTY will develop the Assamese font to be used in Windows, Ubuntu, Linux, Whats app , E- mail, MS office including photoshop and other IT applications, and mobile phones etc.
9. The SECOND PARTY will develop the Assamese font with “Unicode” to be used in website also.
10. The SECOND PARTY will develop the Assamese font where it will be convenient to use “,,,”, symbols, numerical along with “Juktakhar”.
11. The SECOND PARTY will develop the Assamese font, which must have inscript and phonetic.
12. For the use of the font, the copy right will be with the FIRST PARTY and it will be provided for the use of public free of cost.

  
Registrar  
Gauhati University

পৰ্ব্বতী  
গুৱাহাটী বিশ্ববিদ্যালয়, গুৱাহাটী-১৪  
Registrar  
Gauhati University, Guwahati-14

Mission Director  
RUSA Assam



**MEMORANDUM OF UNDERSTANDING BETWEEN NATIONAL BUREAU OF ICAR - FISH GENETIC RESOURCES (NBFGR), AN INSTITUTE UNDER INDIAN COUNCIL OF AGRICULTURAL RESEARCH (ICAR); AQUACULTURE & BIODIVERSITY CENTER OF THE GAUHATI UNIVERSITY, GUWAHATI AND THE DISTRICT ADMINISTRATION, BONGAIGAON, ASSAM IN RESPECT OF THE "PROJECT SAMRIDHI: Inclusive community empowerment through Co-management of Aquaculture Led Interventions," Implemented under SCSP Scheme in Bongaigaon District, Assam.**

**ICAR - NATIONAL BUREAU OF FISH GENETIC RESOURCES (Lead Institute)** and **AQUACULTURE & BIODIVERSITY CENTER OF THE GAUHATI UNIVERSITY, GUWAHATI (Joint Project Implementing Agencies)** AND **THE DISTRICT ADMINISTRATION, BONGAIGAON, ASSAM (Field Partner)** agree to cooperate in carrying out all development and other activities approved under the "**Project SAMRIDHI: Inclusive community empowerment through Co-management of Aquaculture Led Interventions**" implemented in Bongaigaon District, Assam under **SCSP Scheme** of the ICAR - NBFGR plan budget, sanctioned by ICAR, New Delhi and communicated from time to time. The Collaborators have already discussed the possibilities and planning of development work. The program can start from 1 October 2020 till 31 March 2021 and will pass to the SFC five Year Plan 2021 -2026. The broad responsibilities for the lead institute and implementing organizations are given (Annexure II; Work plan)

The program will follow the guidelines of issued by Government of India through competent authority (copy Annexure I) or any other issued from time to time. In order to achieve the objectives (Annexure II Work Plan) set forth in the Project within the stipulated time limit of the specific Project, it is agreed that:

**ICAR- National Bureau of Fish Genetic Resources, Lucknow would provide:**

The fund for recurring and non-recurring contingencies to the extent provided for the accepted activity, subject to any further approval if necessary of the competent authority.

***The Implementing Institutions would:***

- a) Implement the program as per the guidelines prescribed by the Government of India / ICAR under SCSP Scheme from time to time.
- b) provide farm/laboratory/training and other facilities required for the project.
- c) use the staff, if any, exclusively for the project work.
- d) use the funds provided under the project exclusively for the project work.
- e) maintain records and accounts adequate to reflect the operations, resources and



- f) expenditure in respect of the project in accordance with sound accounting practices. render accounts to the Lead Institution (ICAR-NBFGR Lucknow) as per the prescribed format (SOE & UC) within specified time limit.
- g) furnish regularly and in time reports as per the reporting schedule prescribed.
- h) keep the project funds in a separate bank account with separate cash book to be operated as per the existing instructions of the ICAR/Govt. of India.
- i) send audited statements of expenditure as per the prescribed practice.


*The ICAR-NBFGR and the implementing institutions/ Agencies further agree to the following:*

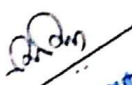
- a) The staff provided under the project would be utilized exclusively for the project work.
- b) ICAR/NBFGR shall not be responsible for absorption of any staff deployed for the project work after completion/termination of the project/scheme.
- c) Any change of Collaborating Center/Agency –Core Group Convener or research programmers or officer-in-charge of the project activities other than research shall be considered in exceptional cases where there is sufficient justification acceptable to the ICAR/ NBFGR Lucknow.
- d) Procurement guidelines of the SCSP Scheme/ ICAR/Govt. of India would be applicable to the project and need be followed.
- e) Implementing agencies will ensure that the infrastructure facilities built up and activities carried out under this Project would be utilized for training and livelihood generation/enhancement of **beneficiaries from scheduled castes**, as per the guidelines of the SCSP scheme, Govt. of India.
- f) Proper records of all the beneficiaries getting benefits under this facility should be collected along with their identity (Aadhar/Voter card/any other Government issued Photo card with residence address) and periodically (quarterly) submitted to the lead Institute for reporting to central govt. agencies through ICAR, as required under this scheme
- g) The staff engaged in project activities shall attend all review meetings and workshops and present their reports/data for discussion.
- h) Implementing agencies will allow monitoring of the progress of individual project activities by ICAR/NBFGR Lucknow or any other nominated agency and provide all assistance including information required.
- i) The audited annual statements of expenditure shall be submitted within one month of close of the financial year to the Lead Center.
- j) Financial Reporting and its management would be as per the existing guidelines/instructions of SCSP Scheme/ ICAR/ Govt. of India.
- k) The experimental material built up shall be available for research in the project center and also for free supply to the other center's working on similar problems in




the country. However, produce in excess of the research requirements may be disposed of by the Institution in the manner it deems fit and the proceeds may be credited to the project account.

A copy of the Schedule of Terms and Condition governing the grant is attached. This Memorandum of Understanding shall become effective from -----and shall continue till the date of termination of the project activities.

(Signature)   
Gauhati University, Guwahati,  
Assam  
Implementing Agency  
গুৱাহাটী বিশ্ববিদ্যালয়, গুৱাহাটী-১৪  
Registrar  
Dated Gauhati University, Guwahati-14

(Signature)   
Deputy Commissioner  
Bongaigaon  
District Administration,  
Bongaigaon, Assam  
Field Partner  
Dated 29.09.2020.

(Signature)   
ICAR - NBFGR,  
Lucknow  
Lead Implementation  
Agency  
Dated 29.9.2020  
Ruldeep K. Lal  
Director  
ICAR-National Bureau of Fish Genetic Resources  
Canal Ring Road, Telibagh, P. O. Dilkhusha  
Lucknow-226 002, U. P., India

**Schedule of Terms and Conditions Governing the Grants under the "Project SAMRIDHI: Inclusive community empowerment through Co-management of Aquaculture Led Interventions," Implemented under SCSP Scheme in Bongaigaon District, Assam.**

1. The Grants under the Project would be utilized exclusively for the approved Project activity. The project fund would be kept in a separate bank account with a separate cashbook and operated as per the instructions of the Government of India/ICAR.
2. The sanction accorded for the funding of the scheme shall stand withdrawn if the scheme is not put in operation as per the timelines in the workplan which will be decided based on discussion between implementing agencies and field partner from time to time.
3. Financial assistance rendered in this project should be acknowledged in any published account of the project work.
4. The Statement of Expenditure and financial reports of the project would be audited by the Principal Director, of Audit, Scientific Departments, Accountant General of the State concerned or the Examiner of Local fund Accounts or Statutory Auditor of the grantee institution.
5. Pre-audit and internal audit of the project accounts would be conducted by the Audit and Accounts Wing, Wherever they exist in the ICAR institutes and State Agricultural Universities. Where full-fledged Audit and Accounts Wing is not available the audit of financial Statements could be done by the approved Chartered





Accountants drawn from a panel of Chartered Accountants empanelled in consultation with the Comptroller and Auditor General of India. Such Auditors would furnish to the Lead Center ICAR-NBFGR Unit before the end of June of each year (i.e within three months of closure of the financial year), a certificate to the effect that the accounts have been audited and the grant has been spent for the purpose for which it was meant. Non-receipt of the audited statement of accounts within the prescribed time limit would entail stoppage of further releases under the project. The receipt of audited statement of accounts would itself act as trigger mechanism for further release of funds.

6. The last installment of grant shall be paid on receipt of final audit certificate and which should also include all the liabilities of the last year incurred before but defrayed after close of the scheme.
7. The stores of nominal value (contingencies) purchased out of the project grants would be deemed to have been utilized appropriately when the scheme has run the full period of sanction and could be further used in the mandated activities of the implementing institution.
8. The equipment /stores of capital nature required for the execution of the Project shall be acquired with the funds specifically provided under the project for this purpose. Such capital items shall remain the property of the Council/Govt. of India and on completion of the project, ICAR may at its discretion authorize such utilization or disposal or direct the utilization of such equipment for such purpose as it deems fit. The grantee institutions shall refund the full amount of the cost of such items of stores if the scheme is abandoned on its own during the period of the sanction or if the scheme has not been started after the purchase of the store/equipment.
9. Except for the stores/equipment specifically approved under the project and provided in the project no other expenditure shall be met on non- recurring contingencies.
10. The stores and equipment purchased out of project funds shall be entered in separate stock registers of the Grantee Institutions, and invariably presented to the auditors (internal and external) for check and endorsement every year. Failure to maintain these stock registers will entail withdrawal of project funding, besides further action being initiated by the NBFGR/ICAR. The Core Group Convener, Officer in-Charge of the project activity and the concerned Store Officers would be personally held responsible for compliance with the above requirements by the stores wing.
11. Expenditure over and above sanctioned amounts against one or more heads of expenditure such as pay and contingencies capital cost etc. shall be met by re appropriation of savings under any other head(s) except the head pay and allowance, provided the total expenditure incurred during financial year does not exceed the overall sanction for that year.
12. Proceeds of any revenue generated during the implementation of the project should be credited to the appropriate account as decided by the project implementation



committee.

13. The project grant shall be refunded by the implementing institution if the scheme is discontinued midway or if the detailed technical programme laid down and approved by ICAR is not adhered to,
14. For implementation/operation of the scheme, the grantee institution shall make available, the requisite area, laboratory accommodation, equipment, apparatus, supporting staff and such other building facilities as may be necessary if they are not specifically provided in the project. The officer responsible for implementation of the scheme shall ensure that the above facilities are available before commencement of the scheme.
15. Any contractual help engaged in the project would be co-terminus with the project. They would have no claim for regular employment in the ICAR or in the institutions where engaged after termination of the project. Specific conditions regarding this would have to be incorporated in the terms and conditions of any contract entered into in respect of the project.
16. The grantee institution shall consult the ICAR before making any change in the arrangement for supervision of the scheme or in the approved technical programme or in the personnel employed in the scheme.
17. The ICAR will have the right to publish the results of the investigations in their own publications/ reports before these are published elsewhere. Permission may, however, be accorded by the ICAR in special cases for publication elsewhere, provided NBFGR/ICAR/DARE is duly acknowledged in such publications. Publication may be joint or independent as may be agreed upon between the workers and the Core Group Convener of the grantee institution.
18. Exchange of research materials (plant, animal microbe soil samples etc.) with agencies, institutions and individuals outside India, either for experimental, or commercial purposes, shall be channeled solely through ICAR.
19. The grantee institutions should provide every assistance to the Core Group Convener and other members of the core team /Co-Cooperating Center Investigators/ Officer in-Charge of project activity to enable them to discharge their functions fully and freely. These shall include permission to the participating scientific or technical staff to attend workshop meetings and to visit various experimental stations in the country.





Anjali Daimari &lt;anjaldaimari@gauhati.ac.in&gt;

---

**Acceptance to work as Rater 2 (Language Specialist Expert) & English Trainer - reg.**

2 messages

---

**Jt. GM ATC Guwahati** <jtgmactg@gt.aai.aero>

1 September 2020 at 16:59

To: "anjaldaimari@gauhati.ac.in" &lt;anjaldaimari@gauhati.ac.in&gt;, "anjaldaimari@yahoo.com" &lt;anjaldaimari@yahoo.com&gt;

Sir/Madam,

Good Afternoon, as you are aware that you have been selected as Rater 2 (Language Specialist Expert) & English Trainer for AELP test for the ATCOs of Airports Authority of India. In this regard your acceptance to work as Rater 2 (Language Specialist Expert) & English Trainer may be intimated to this office via return email with a copy to Executive Director (CAP), AAI-CHQ on email: [edcap@aai.aero](mailto:edcap@aai.aero) by 2100 hrs today (01.09.2020).

Regards,

Shymali Haldar

Jt. GM (ATM-SQMS),

ATS In-charge,

LGBI Airport, Guwahati.

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---

**Anjali Daimari** <anjaldaimari@gauhati.ac.in>

2 September 2020 at 01:37

To: "Jt. GM ATC Guwahati" &lt;jtgmactg@gt.aai.aero&gt;

Cc: [edcap@aai.aero](mailto:edcap@aai.aero)

Dear Madam,

In response to your mail I confirm my acceptance as Rater 2 (Language Specialist Expert) & English Trainer for AELP test for the ATCOs of Airports Authority of India.

Best Regards,



3/14/24, 12:15 PM

Gauhati University Mail - Acceptance to work as Rater 2 (Language Specialist Expert) & English Trainer - reg.

Dr. Anjali Daimari

[Quoted text hidden]

--

Dr. Anjali Daimari  
Professor in English  
Gauhati University  
Guwahati-781014





Anjali Daimari &lt;anjaldaimari@gauhati.ac.in&gt;

---

**Recurrent training of Interlocutors, Operational experts, English language experts & Aviation English Language Trainers for Guwahati AELTO/TSP - reg.**

5 messages

---

**Jt. GM ATC Guwahati** <jtgmactgght@aai.aero>

19 October 2020 at 14:36

To: "anjaldaimari@gauhati.ac.in" &lt;anjaldaimari@gauhati.ac.in&gt;, "anjaldaimari@yahoo.com" &lt;anjaldaimari@yahoo.com&gt;

Madam,

Reference to the telephonic conversation on the subject of recurrent training of Interlocutors, Operational experts, English language experts & Aviation English Language Trainers scheduled to be held from 2<sup>nd</sup> to 5<sup>th</sup> Nov 2020 (6 hours each day for 4 days cumulating to 24 hours as per the regulatory requirement) you are kindly requested to prepare presentation on Module – 9 of the recurrent training the syllabus and course structure are mentioned in Manual of Recurrent training of Interlocutors, Operational experts, English language experts, Aviation English Language Trainers & Chapter 4 of Training and Procedures Manual of Guwahati AELTO/TSP (attached herewith) to be submitted by 22<sup>nd</sup> Oct 2020 at 1400 hrs.

The training may be conducted from home since it will be an online training program. It is also informed that the training has to be attended for the all the sessions including the sessions while not imparting the training as a trainer. The AETs from other stations will be preparing the rest of the modules which will be finally compiled & shared before the training program.

Note: You also may refer to ICAO Doc 9835, ICAO circular no. 323 & 318 for preparation of the PPTs.

Regards,

Shymali Haldar

Jt. GM (ATM),

Head of Training,

Guwahati AELTO/TSP.

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**2 attachments**

 **Manual of Recurrent Training to Interlocutors and Raters 7 July 2020.pdf**  
4136K

 **TPM\_Guwahati for DGCA dated 23 Sept 2020.pdf**  
8341K

---

**Anjali Daimari** <anjolidaimari@gauhati.ac.in>  
To: deepalidaimari@gmail.com

20 October 2020 at 18:12

Please convert these files into word file and mail me at the earliest okay. Thanks!

[Quoted text hidden]

---

**2 attachments**

 **Manual of Recurrent Training to Interlocutors and Raters 7 July 2020.pdf**  
4136K

 **TPM\_Guwahati for DGCA dated 23 Sept 2020.pdf**  
8341K

---

**Deepali Daimari** <deepalidaimari@gmail.com>  
To: Anjali Daimari <anjolidaimari@gauhati.ac.in>

20 October 2020 at 19:50

need to pick up from g-drive and save to HDD.

 **manual.doc**

[Quoted text hidden]

[Quoted text hidden]

The sender of this mail is an authorised user of email services of Gauhati University.

---

**Deepali Daimari** <deepalidaimari@gmail.com>  
To: Anjali Daimari <anjolidaimari@gauhati.ac.in>

21 October 2020 at 13:32

this is shd work.

 **tpm1.docx**

On Tue, 20 Oct 2020 at 18:15, Anjali Daimari <anjolidaimari@gauhati.ac.in> wrote:

[Quoted text hidden]

[Quoted text hidden]

---

**Anjali Daimari** <anjolidaimari@gauhati.ac.in>  
To: Deepali Daimari <deepalidaimari@gmail.com>

21 October 2020 at 13:48

Yes, this should work!

[Quoted text hidden]





Anjali Daimari &lt;anjalidaimari@gauhati.ac.in&gt;

---

**Acceptance to work as Rater 2 (Language Specialist Expert) & English Trainer - reg.**

2 messages

---

**Jt. GM ATC Guwahati** <jtgmactgght@aai.aero>

1 September 2020 at 16:59

To: "anjalidaimari@gauhati.ac.in" &lt;anjalidaimari@gauhati.ac.in&gt;, "anjalidaimari@yahoo.com" &lt;anjalidaimari@yahoo.com&gt;

Sir/Madam,

Good Afternoon, as you are aware that you have been selected as Rater 2 (Language Specialist Expert) & English Trainer for AELP test for the ATCOs of Airports Authority of India. In this regard your acceptance to work as Rater 2 (Language Specialist Expert) & English Trainer may be intimated to this office via return email with a copy to Executive Director (CAP), AAI-CHQ on email: [edcap@aai.aero](mailto:edcap@aai.aero) by 2100 hrs today (01.09.2020).

Regards,

Shymali Haldar

Jt. GM (ATM-SQMS),

ATS In-charge,

LGBI Airport, Guwahati.

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**Anjali Daimari** <anjalidaimari@gauhati.ac.in>

2 September 2020 at 01:37

To: "Jt. GM ATC Guwahati" &lt;jtgmactgght@aai.aero&gt;

Cc: [edcap@aai.aero](mailto:edcap@aai.aero)

Dear Madam,

In response to your mail I confirm my acceptance as Rater 2 (Language Specialist Expert) & English Trainer for AELP test for the ATCOs of Airports Authority of India.

Best Regards,



1/10/22, 8:48 AM

Gauhati University Mail - Acceptance to work as Rater 2 (Language Specialist Expert) & English Trainer - reg.

Dr. Anjali Daimari

[Quoted text hidden]

--

Dr. Anjali Daimari  
Professor in English  
Gauhati University  
Guwahati-781014





Anjali Daimari &lt;anjalidaimari@gauhati.ac.in&gt;

## SOP for conducting Online Recurrent Training for Interlocutors, Operational Experts(Rater-1), English Language Experts (Rater-2) & Aviation English Trainers

1 message

Jt. GM ATC Guwahati &lt;jtgmatacgt@aai.aero&gt;

23 October 2020 at 12:45

To: "anjalidaimari@gauhati.ac.in" <anjalidaimari@gauhati.ac.in>, "anjalidaimari@yahoo.com" <anjalidaimari@yahoo.com>, "dolikajyoti@gauhati.ac.in" <dolikajyoti@gauhati.ac.in>, "dolikajyoti@gmail.com" <dolikajyoti@gmail.com>, "anindyasyam@yahoo.com" <'anindyasyam@yahoo.com'>, "protim.sharma@gmail.com" <'protim.sharma@gmail.com'>, "tapashi.mazumdar@gmail.com" <'tapashi.mazumdar@gmail.com'>, "manoj\_kr\_gla@yahoo.com" <manoj\_kr\_gla@yahoo.com>, Suranjana Barua <suranjana.barua@gmail.com>, "manojkr.gowala@gmail.com" <manojkr.gowala@gmail.com>

Cc: Rhicky Gyatsho Lama <rhicky@aai.aero>, Shyamali Haldar <shyamali@aai.aero>

Sir/Madam,

Please find herewith the attached document on “ **SOP for conducting Online Recurrent Training for interlocutors, Operational Experts(Rater-1), English Language Experts (Rater-2) & Aviation English Trainers** “ for information.

Regards,

DEBAJIT DAS

AM(ATC)

For Head of Training

AELTO/TSP-Guwahati

LGBI Airport, Guwahati

---

**From:** Jt. GM ATC Guwahati**Sent:** 22 October 2020 18:09**To:** anjalidaimari@gauhati.ac.in; anjalidaimari@yahoo.com; dolikajyoti@gauhati.ac.in; 'dolikajyoti@gmail.com' <dolikajyoti@gmail.com>; 'anindyasyam@yahoo.com' <anindyasyam@yahoo.com>; 'manoj\_kr\_gla@yahoo.com' <manoj\_kr\_gla@yahoo.com>; 'manojkr.gowala@gmail.com' <manojkr.gowala@gmail.com>; 'Suranjana Barua' <suranjana.barua@gmail.com>; 'protim.sharma@gmail.com' <protim.sharma@gmail.com>; 'tapashi.mazumdar@gmail.com' <tapashi.mazumdar@gmail.com>**Cc:** Rhicky Gyatsho Lama <rhicky@AAI.AERO>**Subject:** FW: Recurrent training for Interlocutors/Operational experts, English Language Experts/Aviation English Trainer at Guwahati AELTO/TSP - reg.



Sir/Madam (s),

In continuation to the trailing mail on the subject cited above please find attached herewith the schedule for Recurrent training for Interlocutors/Operational experts, English Language Experts/Aviation English Trainer at Guwahati AELTO/TSP.

The link for training will be shared shortly.

Regards,

Shymali Haldar

Jt. GM (ATM),

Head of Training

AELTO/TSP Guwahati,

LGBI Airport, Guwahati.

---

**From:** Jt. GM ATC Guwahati

**Sent:** 20 October 2020 15:42

**To:** [anjalidaimari@gauhati.ac.in](mailto:anjalidaimari@gauhati.ac.in); [anjalidaimari@yahoo.com](mailto:anjalidaimari@yahoo.com); [dolikajyoti@gauhati.ac.in](mailto:dolikajyoti@gauhati.ac.in); [dolikajyoti@gmail.com](mailto:dolikajyoti@gmail.com) <[dolikajyoti@gmail.com](mailto:dolikajyoti@gmail.com)>; [anindyasyam@yahoo.com](mailto:anindyasyam@yahoo.com) <[anindyasyam@yahoo.com](mailto:anindyasyam@yahoo.com)>; [manoj\\_kr\\_gla@yahoo.com](mailto:manoj_kr_gla@yahoo.com) <[manoj\\_kr\\_gla@yahoo.com](mailto:manoj_kr_gla@yahoo.com)>; [manojkr.gowala@gmail.com](mailto:manojkr.gowala@gmail.com) <[manojkr.gowala@gmail.com](mailto:manojkr.gowala@gmail.com)>; 'Suranjana Barua' <[suranjana.barua@gmail.com](mailto:suranjana.barua@gmail.com)>; [protim.sharma@gmail.com](mailto:protim.sharma@gmail.com) <[protim.sharma@gmail.com](mailto:protim.sharma@gmail.com)>; [tapashi.mazumdar@gmail.com](mailto:tapashi.mazumdar@gmail.com) <[tapashi.mazumdar@gmail.com](mailto:tapashi.mazumdar@gmail.com)>

**Cc:** GM AERO. NER,AAI <[gmaeroner@AAI.AERO](mailto:gmaeroner@AAI.AERO)>

**Subject:** FW: Recurrent training for Interlocutors/Operational experts, English Language Experts/Aviation English Trainer at Guwahati AELTO/TSP - reg.

Sir/Madam (s),

In continuation to the trailing mail & telephonic conversation on the subject of recurrent training for Interlocutors, Operational experts/Rater-1, English Language Experts/Rater-2, Aviation English Trainer which was scheduled to be held from 2<sup>nd</sup> to 5<sup>th</sup> Nov 2020 (1000 hrs to 1800 hrs for four days) has been revised/rescheduled due to operational requirement and the new dates are as follows:

**29<sup>th</sup> Oct, 30<sup>th</sup> Oct, 31<sup>st</sup> Oct & 1<sup>st</sup> Nov 2020 (6 hours per day cumulating to 24 hours)**

In order to comply with the mandatory requirement of DGCA CAR Section 7 Series G Part V you are kindly requested to be available for the training on the said dates in order to maintain the validity of the English Language Expert/Aviation English Trainer for Guwahati AELTO/TSP. The training shall be held via online video conference, the link will be shared shortly on the email IDs provided.

Acceptance in this regard may be sent via return email.



Regards,

Shymali Haldar  
Jt. GM (ATM),  
Head of Training  
AELTO/TSP Guwahati,  
LGBI Airport, Guwahati.

---

**From:** Jt. GM ATC Guwahati

**Sent:** 19 October 2020 18:09

**To:** 'anindyasyam@yahoo.com' <anindyasyam@yahoo.com>; anjalidaimari@gauhati.ac.in; anjalidaimari@yahoo.com; dolikajyoti@gauhati.ac.in; 'dolikajyoti@gmail.com' <dolikajyoti@gmail.com>; 'Suranjana Barua' <suranjana.barua@gmail.com>; 'protim.sharma@gmail.com' <protim.sharma@gmail.com>; 'manoj\_kr\_gla@yahoo.com' <manoj\_kr\_gla@yahoo.com>; 'manojkr.gowala@gmail.com' <manojkr.gowala@gmail.com>; 'tapashi.mazumdar@gmail.com' <tapashi.mazumdar@gmail.com>

**Cc:** GM AERO. NER,AAI <gmaeroner@AAI.AERO>

**Subject:** Recurrent training for Interlocutors/Operational experts, English Language Experts/Aviation English Trainer at Guwahati AELTO/TSP - reg.

Sir/Madam (s),

With reference to the telephonic conversation on the subject of recurrent training for Interlocutors, Operational experts/Rater-1, English Language Experts/Rater-2, Aviation English Trainer scheduled to be held from 2<sup>nd</sup> to 5<sup>th</sup> Nov 2020 (1000 hrs to 1800 hrs for four days) in order to comply with the mandatory requirement of DGCA CAR Section 7 Series G Part V you are kindly requested to be available for the training on the said dates. The training shall be held via online video conference, the link will be shared shortly on the email IDs provided.

Acceptance in this regard may be sent via return email.

Regards,

Shymali Haldar  
Jt. GM (ATM),  
Head of Training  
AELTO/TSP Guwahati



LGBI Airport, Guwahati.

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**SOP FOR CONDUCTING ONLINE RECURRENT TRAINING FOR INTERLOCUTORS, RATER-1 AND RATER-2  
AND AVIATION ENGLISH LANGUAGE EXPERTS.pdf**

767K





Anjali Daimari &lt;anjalidaimari@gauhati.ac.in&gt;

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**Online recurrent training for interlocutors and raters of AELTO/TSP-Guwahati**

4 messages

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**Jt. GM ATC Guwahati** <jtgmactgght@aai.aero> 2 September 2021 at 12:34  
To: "anjalidaimari@gauhati.ac.in" <anjalidaimari@gauhati.ac.in>, "dolikajyoti@gauhati.ac.in" <dolikajyoti@gauhati.ac.in>  
Cc: "AELTO, Guwahati" <aelto.ght@aai.aero>, TRAINING CELL GUWAHATI <vegt.trgcell@gmail.com>, "atcopsguwahati@gmail.com" <atcopsguwahati@gmail.com>

Madam,

It is proposed to conduct online recurrent training for interlocutors and raters of AELTO/TSP-Guwahati from 18.10.2021 to 21.10.2021. Kindly confirm your availability on the cited dates for conduct of the training.

भवदीय/Regards

उत्पल दत्ता बरुआ/Utpal Datta Baruah,  
संयुक्त महाप्रबन्धक(ए.टी.एम)/ Jt.GM(ATM),  
वायु यातायत सेवा प्रभारी/ATS In-charge,  
एल.जी.बी.आई हवाई अड्डा/ LGBI Airport, Guwahati-15.

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winmail.dat  
10K

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**Anjali Daimari** <anjalidaimari@gauhati.ac.in> 20 August 2021 at 16:41  
To: "Jt. GM ATC Guwahati" <jtgmactgght@aai.aero>

May we request for a slight change of schedule? It will be ideal for us from 17-20 August, those days being holidays in our Calender.

[Quoted text hidden]

--

Dr. Anjali Daimari  
Professor in English  
Gauhati University  
Guwahati-781014

---

**Anjali Daimari** <anjalidaimari@gauhati.ac.in> 20 August 2021 at 16:42  
To: "Jt. GM ATC Guwahati" <jtgmactgght@aai.aero>

Sorry, from 17-20 October 2021!

[Quoted text hidden]

---

**Dolikajyoti Sharma** <dolikajyoti@gauhati.ac.in> 2 September 2021 at 14:37  
To: "Jt. GM ATC Guwahati" <jtgmactgght@aai.aero>



Cc: Anjali Daimari <anjalidaimari@gauhati.ac.in>, "AELTO, Guwahati" <aelto.ght@aai.aero>, TRAINING CELL GUWAHATI <vegt.trgcell@gmail.com>, atcopsguwahati@gmail.com

Dear Sir,

Thank you for contacting me again for this training. While I will be available from the 18th to the 20th of October, it will not be possible for me to be there on the 21st. However, I can be there on the 17th. It will be great if you could advance the programme from the 18th to the 17th. Thank you.

Regards,  
Dolikajyoti

Dr. Dolikajyoti Sharma  
Assistant Professor  
Department of English  
Gauhati University  
Guwahati - 781014  
Assam, India

[Quoted text hidden]





Anjali Daimari &lt;anjolidaimari@gauhati.ac.in&gt;

---

## Constitution of Test Team for AELP Assessment

1 message

---

**AELTO, Guwahati** <aelto.ght@aai.aero> 13 September 2022 at 12:13  
To: "anjolidaimari@gauhati.ac.in" <anjolidaimari@gauhati.ac.in>, "dolikajyoti@gauhati.ac.in" <dolikajyoti@gauhati.ac.in>, Suranjana Barua <suranjana.barua@gmail.com>, Nikunja Kumar Talukdar <nikunja73@aai.aero>, Nimal Lama <nlama@aai.aero>, Shyam Kamei <shyamkamei@aai.aero>, Rajesh Nath <rajeshnath@aai.aero>, Ripun Borah <ripun@aai.aero>, Debashis Das <debashisdas@aai.aero>, Jyotirmay Barman <jmbarman@aai.aero>  
Cc: "GM AERO. NER,AAI" <gmaeroner@aai.aero>

Dear Raters/Interlocutors,

AELP test team for conduct of AELP Assessment from 14.09.2022 to 16.09.2022 is constituted as below:

### **Interlocutors/Rater1**

- i. Nikunja Talukdar
- ii. Nirmal Lama
- iii. Shyam Kamei
- iv. Rajesh Nath
- v. Ripun Borah
- vi. Debashis Das
- vii. Jyotirmay Barman

### **Rater 2**

- i. Dr.Anjali Daimari
- ii. Dr Dolikajyoti Sarma
- iii. Dr. Suranjana Barua

**Test Taker (Name & Designation)**