

GOVERNMENT OF ASSAM
PERSONNEL DEPARTMENT
ASSAM SECRETARIAT: BLOCK 'A' THIRD FLOOR
DISPUR::: GUWAHATI-781006

ORDERS BY THE GOVERNOR
NOTIFICATION

Dated Dispur the 4th January, 2021

No.ABP 94/2020/5:

1. A committee under the chairmanship of Shri Syedain Abbasi, IAS, Additional Chief Secretary to the Government of Assam PHE etc Departments deliberated about the issues for conduct of recruitment examination by all Departments of the Government of Assam. The Committee recorded various recommendations for conduct of recruitment exam by the Universities. (Annexure A).
 2. The Committee prepared the Standard Operating Procedure (SOP) enumerating the Role of the Department and the University, Role of University, Role of the Department and Financial Terms and Condition for the Gauhati University, Dibrugarh University/ Assam Agriculture University, Jorhat. The SOP has been concurred by the Finance Department vide its endorsement dated 24-12-20 at Page 6^N of the file FD-21012(12)/1/2020-Estt-B(eGov)-Finance. (The SOP is at Annexure B).
 3. The Committee also prepared the Memorandum of Understanding (MoU). (The MoU is at Annexure C).
 4. The following procedure have been adopted on the basis of the recommendations of the Committee and as approved by the Chief Secretary,
 - (1) A MOU is to be signed by the Department in Government of Assam with University undertaking the recruitment for vacant posts under the said department.
 - (2) A Standard Operating Procedure (SOP) for the manner in which the recruitment examination shall be conducted in consultation with the Government Department is to be adopted by all concerned, subject to the following conditions:-
 - (i) While conducting the recruitment examination, if there is saving of recruitment fee collected from the candidates, the saving amount should be utilized for the development of core competency of the recruitment process of the Universities in future and the fee amount collected from the candidates in the recruitment process, and its utilization in conducting the examination should be subjected to audit by the office of the Principal Accountant and General, Assam.
- This has been concurred by the Finance Department.
5. Accordingly, the Departments shall scrupulously follow the approved SOP, MoU and the principles agreed upon in the approved Minutes enclosed in this Notification for recruitment purpose.

6. The SOP and the MoU are annexed herewith for necessary action.
7. In this regard, the Department may take appropriate action in the light of this Notification while taking into account their Service Rules/ Service Orders, wherever applicable.
8. This will come into force with immediate effect.

-Sd/-
Binita Pegu, IAS
Secretary to the Govt. of Assam
Personnel Department

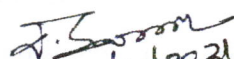
Memo No. ABP 94/2020/5-A

Dated Dispur the 4th January, 2021

Copy, with copies of SOP and MoU and also the Minutes of the Meeting held on 17-12-2020 is forwarded for information and necessary action to:-

1. The Chief Secretary, Assam for favor of kind information.
2. Shri Syedain Abbasi, IAS, Additional Chief Secretary to the Govt. of Assam for favour of kind information.
3. The Additional Chief Secretary/ Principal Secretary/ Commissioner & Secretary to the Government of Assam
4. The Accountant General, Assam, Maidamgaon, Beltola, Guwahati-29.
5. P.S to the Hon'ble Finance Minister, Assam for favor of kind information of the Hon'ble Finance Minister.
6. All Administrative Departments.
7. All Heads of Departments.
8. All Deputy Commissioners.
9. All Sr.FA/FA/SrF&AO/F&AO/TO
10. The Director of Printing & Stationary, Assam, Bamunimaidam, Guwahati-21.
11. Office Copy

By order etc,


04/01/2021

Deputy Secretary to the Govt. of Assam
Personnel Department

Minutes of the meeting held on the 17th of November 2020 at 1500 Hrs in the conference hall of the Home and Political Department in CM block, Janata Bhawan, Dispur under the chairmanship of Shri Syedain Abbasi, IAS, Additional Chief Secretary to the Government of Assam pertaining to the conduct of recruitment examination by Universities.

Members present- At Annexure 'A'

At the outset Shri Syedain Abbasi, IAS Additional Chief Secretary, Government of Assam welcomed all the members present and referred to the earlier meeting held on the 13th of November 2020 and stated that there were three specific aspects to be finalised (a) the rates at which the Universities will undertake the conduct of the examination (b) the standard operating procedure for the recruitment examination conduct and (c) the framework for the Memorandum of Understanding for the conduct of the recruitment examination.

The Committee was also apprised that the dates for the first exam for recruitment had already been finalised for recruitment of Police Sub inspectors and the exam was to take place on the coming Sunday and the same was being conducted by Dibrugarh University. The Committee was informed that the rates at which earlier works for recruitment had been awarded to Assam Institute of Management was at Rs 230 per Candidate while Dibrugarh University had been conducting examinations for Central Government Organisations at Rs 400 per candidate. For the same scope of work Guwahati University had submitted a proposal of Rs 250 per candidate (excluding Computer Based Tests and skill/proficiency test for which they had quoted a rate of Rs 15 per candidate for CBT and 15 per candidate for skill test). It was also noted by the Committee that AIM rate of AIM also did not include CBT and Skill test in their quote.

The Committee also noted that there was no difference in the scope of work and role and responsibility for conduct of examination between what was provided by Guwahati University and what was to be provided by Dibrugarh University. There was however a minor difference in the scope of work of AIM and Guwahati University in that transportation of question papers and answer sheets was to be done by the Government in the case of AIM but in the case of Guwahati and Dibrugarh University, it was to be done by the Universities.

The Committee further noted that the Universities were not commercial organisations who were making an offer but rather were Government aided and were to conduct these recruitments based on the request of the State Government. Being Government aided organisations, their account are subject to audit and it is expected that any saving which accrues to them on account of fees collected by them for recruitment would go towards strengthening the recruitment activities of these universities. It was also noted that while Guwahati University was centrally located, Dibrugarh and Jorhat Universities would have to bear additional logistic and transportation costs.

After detailed deliberations by the members and considering all the above facts the following recommendations were made by the Committee:

Gauhati University:

- (a) Per candidate rate for the conduct of the entire recruitment examination as per the standard operating procedure - Rs 240/- per candidate (Rupees two hundred and forty only)
- (b) Per candidate rate for the conduct of a Computer based test as per the standard operating procedure - Rs 15/- per candidate (Rupees fifteen only)

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- (c) Per candidate rate for the conduct of a skill based test/ proficiency test as per the standard operating procedure – Rs 15/- per candidate (Rupees fifteen only)

Dibrugarh University/Assam Agricultural University, Jorhat

Considering the geographic location of Universities based outside Guwahati, which has added cost implications on logistics and inputs for the conduct of the recruitment examinations the following rates are finalised

- (a) Per candidate rate for the conduct of the entire recruitment examination as per the standard operating procedure - Rs 265/- per candidate (Rupees two hundred and sixty five only)
- (b) Per candidate rate for the conduct of a Computer based test as per the standard operating procedure – Rs 17.50/- per candidate (Rupees Seventeen and paise Fifty only)
- (c) Per candidate rate for the conduct of a skill based test/ proficiency test as per the standard operating procedure – Rs 17.50/- per candidate (Rupees Seventeen and paise fifty only)

It was also decided by the Committee that

The aforementioned rates shall apply for the conduct of recruitment examinations by the Universities as per the Standard Operating Procedure and under a formal Memorandum of Understanding (MoU) with the concerned department of the Government of Assam. The aforementioned rates are for any recruitment examination which would have more than 10,000 (ten thousand) applicants for the vacant posts for which the recruitment examination are to be conducted. Separately, in case there are less than 10000 (ten thousand) applicants for a particular recruitment examination then on justification of fixed charges and agency charges the rates as submitted by any University for conduct of recruitment examination for less than 10000 (ten thousand) students shall be admissible subject to due justification, reasonableness and actual costs towards the fixed costs thereof.

2. A template for the formal memorandum of understanding between the University and the concerned department is annexed herewith at **Annexure I** wherein the formal agreement between the University and the concerned department of the Government of Assam shall be undertaken for allowing for the arrangements for the conduct of a recruitment examination.

3. A detailed standard operating procedure for the conduct of the examination is proposed at **Annexure II** wherein all aspects of the conduct of the recruitment examination with the detailed scope of works and the roles and responsibilities of the University and the Government of Assam are delineated. Among other aspects the Standard operating procedure details the entire scope of activities including costs for activities of advertisement, hosting of online platform to invite applications, screening of application, issue of hall tickets/ admit card generation, printing of confidential materials for the conduct of the examination including the question papers, postage and telegram charges, remuneration to paper setters, moderators, observers, invigilators, Exam venue expenses including the provision of CCTV coverage and recording, candidate identification at venue protocols, cost of logistics for the dispatch of the confidential material to the exam centre venue in the districts, safe keep in the Government Treasury, role of the district administration, provision of accommodation and cooperation at circuit houses etc, evaluation of the Optical mark recognition (OMR) sheets, evaluation of the precis writing answer scripts, transport and fuel costs, professional fees and agency charges, including costs towards contingencies for miscellaneous and unforeseen

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expenses alongside the admissible tax dues. (This list is not exhaustive and is detailed in the Standard operating procedure)


4. To convenience the conduct of the recruitment examination it was decided that the University on formal request for a particular examination can received 50 % (fifty percent) of the total calculated costs in advance as per the per candidate rate indicated in point 1 above.
5. For certain specific recruitment examination for which advertisements have already been issued by the department concerned it was decided that the cost admissible shall be worked out as per the rates indicated at point 1 and admissible advance and go ahead to the University can be indicated by the concerned department of Government of Assam.
7. In the specific case of the SI recruitment for Assam Police as the date for the conduct of the examination has already been finalised as the 22nd of November 2020 and it cannot be deferred by any means it was decided that the Dibrugarh University shall avail of 75% of the amount as advance at the rate of Rs 265 per candidate and this amount shall be released by the Home and Political Department in consultation with the Assam Police to ensure proper conduct of the recruitment examination. Dibrugarh University stated that they may not be able to cover the cost of the examination and that for other similar examinations they have been charging significantly higher rates. Considering the request of Dibrugarh University as well as the fact that the dates of the examination of Assam Police SI had already been finalised and communicated to candidates, It was further decided that in case the rate finalised is for specific reasons needed to be re-examined on specific intimation by the Dibrugarh University authorities, then the University shall submit an audited statement of the actual charges being incurred and certify the same and an additional 10 % (ten percent) shall be admissible as agency charges in additional to the actual charges.
8. It was also decided that all personnel engaged in the process of the recruitment examination conduct shall sign a standard undertaking that no relative or any person is associated with the personnel so engaged and there shall be no bias in favour of any self interest at any stage in the conduct of the recruitment examination.
9. Finance department may suitably examine a notification of the rates as approved in the meeting in suitable manner to form the rate reference for contract for conduct of recruitment examination by the University for vacant posts under Government of Assam as per the standard operating procedure and the memorandum of understanding framework proposed.


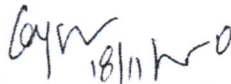
Enclosures:

Annexure A – Members Present.

Annexure 1 – Template for the Memorandum of Understanding

Annexure 2 - Proposed framework for standard operating procedure (SOP) for recruitment process.


(Shri Syedain Abbas) IAS
 Additional Chief Secretary
 Government of Assam

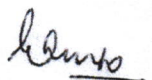
 
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Annexure B

PROPOSED FRAMEWORK FOR STANDARD OPERATING PROCEDURES FOR RECRUITMENT PROCESS

Role of the Department and the University

1. Preparation and Signing of MoU (Memorandum of Understanding) between the Department and the University.
2. The concerned Department will issue corrigendum whenever there is any change in already published recruitment
3. The Department will issue the work order along with the advance payment s per the payment schedule.
4. The University will start the recruitment process after receiving the work order and payment.

Role of the University

1. Processing of applications and scrutinization, verification of the documents, preparation of the final list of candidates for written examination, selection of examination centers and issue of admit card.
2. Setting, printing of question papers and high security OMR sheets.
3. The University will select the examination centers for carrying out the written examination district headquarter wise/zone wise or centrally whichever is required and will also prepare the centers for the written examination. All the expenditures connected with the examination centers will be paid by the University.
4. Sealing, carrying and collection of question papers from the individual examination centers with full confidentiality.
5. The University deputed officials will carry the question papers, OMR sheets to the concerned district headquarters in vehicles engaged for this purpose with full escort to be provided by the Assam Police.
6. The Question papers prior to conduct of exams shall be stored for safe keep at the Treasury in consultation with the State Government.
7. All process of transportation of question papers, sealing the question papers, unloading the question papers , depositing the same to the treasury , transportation of the same to the exam venue and unsealing of question papers shall be videographed at cost of the University with the Department/ District Adinistration providing support as requested by the University
8. During the physical conduct of the examination, the University shall mark all provision for CCTV and videography of the Venue/classrooms for the examination and also ensure candidate identity verification in a fail proof manner with videography thereof.

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9. The examination materials will be handed over to the Centre Directors of the individual examination centers by the Officials from the University and the Center Directors will be responsible for opening, distribution of question papers and OMR sheets, collection of used question papers and filled up OMR sheets, seal the individual packets containing the question papers and the filled up OMR sheets separately and submit them to the University officials.
10. The University officials deputed for the examination work will carry the sealed packets back to University with full escort to be provided by the Assam Police.
11. Scanning and evaluation of the OMR sheets and preparation of the merit list of the written test.
12. Category wise selection of candidates for CBT (Computer based test on the skill concerned) and Physical test wherever necessary.
13. Completion of the physical test in which the entire process will be done through a integrated software and system generated MIS and various other reports will be made available on regular basis.
14. Thus compiling all the data of the candidates into the integrated software the final result will be processed and generated automatically eliminating the human interference.
15. The final combined merit list will be prepared combining the marks in written test, CBT and Physical test category wise which will be delivered to the department for recruitment.
16. The data, OMR sheets and all the relevant documents of each individual candidate will be kept for five years from the date of declaration of the results.
17. The dispute resulting out on the process of holding written, CBT and the Physical test will be handled by the University.
18. In specific cases such as the advertisement of the vacant posts have already been advertised and the data base of the candidates will be provided to the University by the earlier testing agency i.e. the State Level Police Recruitment Board, any dispute arising out up to this level will be handled either by the Department or ASLPRB. The University will not be responsible for the list of candidates and the examination process which have already been formulated by the ASLPRB.

Role of the Department

1. The Department shall issue the advertisement for the exam in consultation with the university, indicating the venues, dates and vacancies etc in all categories.
2. The Department should be ready to offer any kind of help which will be required from time to time to in the process of conducting the examination in a smooth and efficient manner.
3. The Department will make provision for arranging adequate security and escort service from the Assam Police for each individual vehicle carrying question papers, OMR sheets and other relevant

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- documents concerned with the examination in consultation with the Home department and the Director General of Police. While the cost of transportation of question papers shall be borne by the University, the cost of providing escort shall be borne by the Department.
4. The department will make arrangements for safeguarding the staying accommodation of the University officials deputed for the examination concerned in the district headquarters essentially in the Circuit Houses and ensure safety and security of the University officials and the examination materials in consultation with the district level Administration and Police.
 5. The department will ensure the proper frisking policy for the candidates so that no objectionable articles like mobile phone, any type of electronic gadget, arms and ammunition etc. can be carried in to the examination hall the help of local administration and police.
 6. The Department will also make provision for arranging adequate security and escort service from the Assam Police for each individual vehicle carrying back the used question papers, filled up OMR sheets and other relevant documents concerned with the examination to the University campus in consultation with the Home department and the Director General of Police.
 7. No vehicle carrying the University officials deputed for the examination and also carrying the examination materials to the different district headquarters and vice versa will move without police escort and the Department will have to arrange the same.
 8. In case of any delay or negligence from the Department in the above matters and thereby hampering the examination schedule, University shall not be held responsible.

Financial Terms and Conditions

1. Rates are finalized as follows:

i) For Gauhati University :

- a. Per candidate cost for entire conduct of recruitment examination is Rs.240/- (Rupees two hundred and forty only)
- b. Per candidate cost for Computer Based Test is Rs.15/- (Rupees fifteen only)
- c. Per candidate cost for Skill/Proficiency test is Rs.15/- (Rupees fifteen only)

ii) For Dibrugarh University/Assam Agriculture University Jorhat:- Considering the geographical location of the University, the following rates are finalized –

- a. Per candidate cost for entire conduct of recruitment examination is Rs.265/- (Rupees two hundred and sixty five only)
- b. Per candidate cost for Computer Based Test is Rs.17.50/- (Rupees seventeen and paise fifty only)

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- c. Per candidate cost for Skill/Proficiency test is Rs.17.50/- (Rupees seventeen and paise fifty only)

These above mentioned rates shall apply for all recruitment examination with over 10,000 candidates. In case of less than 10000 Candidates University shall have to submit details on fixed costs and justification for consideration of rates for payment/thereof including agency charges.

2. The University may specify and make demand for release of 50% of the amount for conduct of recruitment examination based on rates finalized.
3. All the prices quoted are exclusive of the applicable Taxes.

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Annexure C

Template for
MEMORANDUM OF UNDERSTANDING

This binding Memorandum of Understanding hereinafter referred to as MoU is made on this the day of....., 2020 at Guwahati

-BETWEEN-

The Government of Assam represented by Mr. / Mrs..... Secretary to the Govt. of Assam on one part, hereinafter called the "FIRST PARTY"

-AND-

TheUniversity, represented by Mr. Authorised signatory ofUniversity on the other part, hereinafter called the "SECOND PARTY"

WHEREAS, the First Party intended to entrustUniversity for providing recruitment services including OMR based examinations for filling up vacancies of Grade III posts and other specific posts in different establishments under theDepartment, Govt. of Assam.

WHEREAS, the parties are interested in working together in connection with the purpose which is described in the MoU. This MoU sets out the initial relationship between the parties as well as the respective rights and responsibilities of each party.

WHEREAS, each party respectively is expected to act in good faith in accordance with this MoU.

23/11/2020
VETTED BY THE
LEGISLATIVE DEPARTMENT
ON.....

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NOW THEREFORE IN CONSIDERATION OF the premises and the mutual covenants set forth herein and for other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. PROJECT AND PURPOSE:

- a. The parties intend to investigate the prospect of working together and / or to actually work together, for conducting recruitment to a number of vacant posts under the establishment of Govt. of Assam as detailed in Annexure – I, hereinafter referred to as the "Project".
- b. The Project has the following purpose:
 - i. To conduct recruitment based on modern recruitment procedures using the latest technology.
 - ii. To ensure selection of best suited candidates for the job with complete transparency on the basis of merit without fear or favour recommendations, undue influence, corruption and procedural inadequacies.

2. BINDING

- a. The parties hereby acknowledge and agree that:
 - i. The terms of this MoU are intended to be legally binding on the parties hereto.

3. CHANGES TO MOU

- a. This MoU may be amended at any time by agreement between both the parties.
- b. Any changes to this MoU must be made in writing and signed by the parties.

4. GENERAL OBLIGATIONS

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- a. The parties will act in good faith and will use their best endeavours to achieve the purpose and to give effect to the terms of this MoU.
- b. The parties hereby acknowledge and agree that they will each respectively perform all acts and execute all documents as reasonably required in order to give effect to the terms of this MoU

Each party agrees to cooperate in the spirit of mutual understanding and goodwill in order to develop the Parties relationship with one another and in order to pursue the purpose

5. ROLE OF PARTIES

a. First Party will have the following obligations in relation to the Recruitment:

- i. To supply the second with all the information regarding the terms and conditions of Recruitment of ... Nos of post and to provide complete details for publication of advertisement for conduct of recruitment examination.
- ii. To provide any other information if asked for by the second party in writing / email.

b. Second Party will have the following obligations in relation to the Recruitment:

- i. To conduct recruitment with utmost confidentiality based strictly on merit and as per the terms and conditions of Recruitment without any deviation as per the finalised framework for standing operating procedure for conduct of recruitment examination.
- ii. The Second Party as per the Standard Operating Procedure to the First Party shall include end-to-end solutions right from designing of application form, receiving applications, issuing admit cards, conducting of test at different venues, preparation of merit list on the basis of performance of candidates at the test, etc. The roles and responsibilities of both parties with regard to

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the "Project" as well as the payment to be provided by the First Party to the second party are detailed in the SOP attached at Annexure ...

- iii. To meticulously conduct different tests like written test, practical test / skill test, computer test, etc (the list is not exhaustive) as applicable to various categories of posts, in strict compliance of rules and regulations framed by the Government of Assam from time to time.
- iv. To conduct recruitment based on modern recruitment procedures using the latest technology.
- v. To ensure selection of best suited candidates for the job with complete transparency on the basis of merit without fear or favour, recommendations, undue influence, corruption and procedural inadequacies.
- vi. To conduct the entire process of recruitment with due diligence.
- vii. To handover the list of successful candidates recommended for recruitment to the first party without any ambiguity.
- viii. To place fund requirement for conducting recruitment for the approval of the Government of Assam.
- ix. To keep informed the First Party regarding all developments related to the recruitment.

6. CONFIDENTIALITY

- a. Both the parties hereby acknowledge and agree that in connection with this MoU, they may have access to information that is confidential and / or commercially valuable to one or more of the other parties ("Confidential information").
- b. Both the parties hereby acknowledge and agree that they may be both the receiving party in relation to some confidential information ("Receiving party"), and the disclosing party in relation to some other

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confidential information ("Disclosing party"), and that the terms of this MoU may apply to a party as both a receiving party and as a disclosing party, as context so provides.

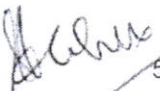
c. For the purpose of this MoU, confidential information may include but is limited to:

- i. Information of whatever nature relating to the Project or to another party (whether relating to the project or otherwise).
- ii. Any information derived from any other information which falls within this definition of Confidential Information; and
- iii. Any copy of any Confidential Information, but does not include information which:

1. was known or in the possession of the receiving Party before it was provided to the receiving Party by the Disclosing Party, provided that it was known or in the possession of the Receiving Party through legal means, and not as a result any breach of this MoU or any other agreement or obligation relating to confidentiality (whether or not the Receiving Party was a party to such other agreement or obligation)
2. is, becomes, publicly available, through no fault of the Receiving Party.
3. is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligation by making such a disclosure;
4. is provided to the Receiving Party by the Disclosing Party and is marked "Non-Confidential"; or
5. is required by Law or Regulation to be disclosed, but in the event i.e. exception applies, it applies only to the absolute minimum necessary and provided that the disclosing party


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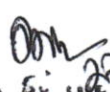
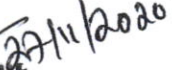
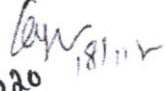


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is first consulted to establish whether and if so how far it is possible to prevent or restrict such enforced Disclosure.


- d. In relation to any confidential information:
 - i. The receiving party shall keep the confidential information confidential and shall not disclose the same to anybody without prior written permission of the other party.
 - ii. The receiving party shall only use the confidential information for the purpose of working in good faith on the project in accordance with this MoU.
 - iii. The receiving party shall not disclose the confidential information to any other party, unless the other party is an advisor who is under a duty of confidentiality is assisting with the project, and needs to have the confidential information in order to assist with the project.
- e. If there is any doubt as to whether any particular information constitutes confidential information, the receiving party should presume it is confidential information, until the receiving party obtains explicit confirmation from the disclosing party that it is not confidential information.
- f. Each Party's respective obligations of confidentiality under this clause will survive the termination or expiration of this MoU and will continue after that party ceases to be party to the project.

7. TIMING AND DURATION OF PROJECT

- a. This MoU will commence on.....
- b. The Parties will negotiate in good faith in order to sign a final and legally binding agreement in relation to the Project (the "Agreement") on or before.....
- c. This MoU will remain in effect until the Agreement commences, or unless and until otherwise terminated by the parties.


 APPROVED BY THE
 LEGISLATIVE DEPARTMENT




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d. Either Party may terminate this MoU forthwith by providing immediate notice in writing to the other Party.

8. CONSEQUENCES OF TERMINATION

a. In the event that this MoU is terminated:

- i. Neither Party will, under this MoU, incur a financial liability to the other Party; and
- ii. Notwithstanding the preceding sub-clause hereof, either Party may incur liability towards the other Party in any condition with matters outside of this MoU, which may include but are not limited to liability in relation to breach of contract, tort, or equity.

9. **COSTS:** Unless otherwise expressly provided in writing, each Party is responsible for its own costs of complying with this MoU and in connection with the Performance of its obligations under this MoU.

10. **FORCE MAJEURE:** If and to the extent that a Party's performance of any of its obligations under this MoU, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such Party (each, a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party will be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force majeure Event for as long as such Force Majeure Event continues and such Party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event will immediately notify the other Parties of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

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If the Force majeure Event continues for a continuous period exceeding 30 (thirty) days, the Parties shall mutually agree on the future course of action. However, despite all efforts made by the Parties in good faith, if the Force Majeure Event continues for a period of 90 (ninety) days, either of the Parties shall have the right to terminate this MoU by giving the other Party a notice of termination in writing.

11. INDEMNITY: Each Party ("Indemnifying Party") hereby agrees to indemnify and hold the other Party harmless from all damages, costs, attorney's fees or other losses arising out of or relating to:

- a. Breach of this MoU by the Indemnifying Party;
- b. Breach of any representation or warranty by the Indemnifying Party

12. SEVERABILITY: If any provision of this MoU shall for any reason be held to be invalid, illegal or enforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this MoU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any invalid or unenforceable provision of this MoU shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid / unenforceable provision.

13. ENTIRE AGREEMENT: This MoU constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligations between the Parties with respect to the subject matter hereof.

14. NO OTHER RIGHTS GRANTED: Nothing in this MoU is intended to grant any rights under any patent, copyright or other intellectual property rights of an Party in favour of the other, nor shall this MoU be construed to grant any Party any rights in or to the other Party's Confidential Information, except the limited right to use such Confidential Information in connection with the Project under this MoU.

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15. AMENDMENTS: Any change, alteration, amendment, or modification to this MoU must be in writing and signed by authorised representatives of both the Parties.

16. DISPUTE RESOLUTION:

- a. Any dispute(s) arising out of this MoU shall, as far as possible, be settled amicably between the Parties hereto failing which the following shall apply;
- b. The courts in Guwahati shall have exclusive jurisdiction over any dispute, differences or claims arising out of this MoU;
- c. If either Party employs attorneys to enforce any rights arising out of or relating to this MoU, the prevailing Party shall be entitled to recover reasonable costs and attorneys' fees.

17. The MoU and all issues arising out of the same shall be construed in accordance with the Laws of India.

Witness


Signature

1.

(First Party)

2.

(Second Party)


 22/11/2020
 18/11/20
 VETTED BY THE
 LEGISLATIVE DEPARTMENT
 ON.....

