



3.4.2.1. Number of functional MoUs with Institutions of national, international importance, other universities, industries, corporate houses etc. year-wise during the last five years.

Sl.No	Name of the institution/ industry/ corporate house with whom MoU is signed	Year of signing MoU	Duration
1	Nagaland State Aids Control Society	21 st July 2016	Remain effective till it is discontinued by mutual consent.
2	Symbios Creation Private Limited	1 st March 2017	Remain effective till it is discontinued by mutual consent.
3	National Institute of Electronics & Information Technology, Kohima	3 rd July 2019	3 Years
4	Telcocrats Technologies Mohali	24 th September 2019	Remain effective till it is discontinued by mutual consent.
5	M/S Reev Technologies	1 st June 2020	5 Years

1. Nagaland State Aids Control Society



GOVERNMENT OF NAGALAND
NAGALAND STATE AIDS CONTROL SOCIETY



Department of Health & Family Welfare

NSACS/IEC/RRC/2016-17 /Date: Kohima, the 29th of June, 2016


MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made at MODEL CHRISTIAN COLLEGE on the 21st day of July (hereafter referred to as "MOU") by and between Nagaland State AIDS Control Society (hereafter referred to as "NSACS") and MODEL CHRISTIAN COLLEGE having its College at KOHIMA District, Naga (hereafter referred to as "the college"). Whereas, Red Ribbon Club has been formed in the college on 2010 college shall continue to carry out RRC activities according to the following guidelines of National AIDS Control Organisation as under:

ROLE & RESPONSIBILITIES:

While the Institution may be persuaded to support RRC activities financially and introduce RRC and its events into permanent entities and event calendar of the institution. The major roles of the College will include:

- Designate the Faculty teacher or NSS Coordinator as Nodal Officer/ Programme Officer for RRC.
- Mainstreaming of HIV/AIDS programme by including it in the University curriculum & programme.
- Advocacy at the highest level to support the programme on self sustainable basis.
- Encouraging the contribution of RRC members by highlighting it in college newsletter or other publications.
- In order to make RRC Programme effective and to spread awareness, activities will be conducted in the form Awareness Campaign within and outside the College Campus in the form Blood Donation Camps, Seminars on HIV/AIDS, Programs on debate competition, essay competition, painting competition, Poster Competition, Skit Competition; Exposure visit to the Service Centres; and other youth related activities on HIV & AIDS.
- For effective constitution and functioning of RRC, it is proposed to constitute a Committee. The Committee is included:
 1. Chairperson: Principal/Head of the institute.
 2. Convener: Nodal Officer (N.O) / Nodal Officer/ Programme Officer.
 3. Star Members: A students holding positions of President, Vice-President, General Secretary, and A Secretary as Star Members of the RRC with other RRC members also acting as an active part of the formation structure. The selected students should act as Peer-Educators.
 4. The Advisory Committee should meet to review the activities of the RRC and plan future activities; the annual activity plan and also review and approve new activities proposed by the RRC members.


Project Director
Nagaland State AIDS Control Society
Kohima, Nagaland

Nagaland State AIDS Control Society, Directorate of Health & Family Welfare Nagaland : Kohima - 797001
Ph. No. +91 370-2270355 (O), Fax +91 370-2270358, Email: nagalandsacs@gmail.com

2. Symbios Creation Private Limited



नगलैण्ड NAGALAND

01AA 083898

Symbios Broadband Services


ACCEPTABLE USAGE POLICY AGREEMENT

This is to certify that MODEL CHRISTIAN SCHOOL, with its Institute located at AG Colony, Kohima, Nagaland is a valuable customer of SYMBIOS CREATIONS PRIVATE LIMITED, having its registered office at 001 IT Complex, Nagejan Point, Dimapur, Nagaland and, its branch Office at and at 1st & 2nd Floor, Old Ministers Hill Junction, Kohima-797001.

Registration Details of MODEL CHRISTIAN SCHOOL with SYMBIOS CREATIONS PRIVATE LIMITED as listed below:

USER ID : KOHSCLX 3064
Connection Date : 01.03.2017
Active Plan : Premium - 1.5 TB
Monthly Rental : INR 879 + 18% GST

USER ID : KOHSCLX 3065
Connection Date : 01.03.2017
Active Plan : Premium - 1.5 TB
Monthly Rental : INR 879 + 18% GST


ASHIMNLA JAMIR
SENIOR MANAGER OPERATIONS
Kohima
Symbios Creations Private Ltd.




Model Christian College
Kohima Nagaland

The terms & conditions mentioned herein shall form Customer Enrollment Form (CEF) overleaf signed by Customer and shall on him/her.

DEFINITIONS

"Symbios Creations Private Limited" or "Symbios" means a company incorporated under the provisions of Companies Act, 1956, having its registered office at 001 IT Complex, Nagarjan Point, Dimapur, Nagaland.

"CEF" or "Customer Enrollment Form" or "Form" means this form that must be filled and executed by any person for becoming a Customer of Symbios and it includes these terms & conditions.

"Customer" shall mean a person (including any entity or association of persons) who has subscribed to the Service after completing the required formalities i.e. making necessary payment etc. and gets activated on Symbios' Network. Mere execution of the CEF shall neither constitute a person to be a customer/subscriber or consumer of Symbios.

"Customer Equipment" shall mean equipment not provided by Symbios;

"Customer Premises Equipment" or "CPE" shall mean and include the modem/router, connector cable, all hardware and any other equipment/accessories included with it and supplied (but not sold) by Symbios.

"DoT" refers to Department of Telecommunication

"Enrollment period" shall mean the period commencing upon activation of the Service shall run in concurrence with the License Agreement issued by the DoT under which Symbios is authorized to provide telecom within the Network unless otherwise terminated and shall be subjected to all applicable laws, rules, regulations, notifications, orders, directions of all the Government/courts/Tribunal/TRAI/Indian Telegraph Act 1885 and rules framed there and under shall further be subjected to terms and conditions of this form.

"Installation Address" means the address delineated in the CEF by the Customer for installation for Equipment for receiving service.

"IP Addresses" mean operation of Internet service which requires IP addresses (static or dynamic) for each permanent connection on internet.

"Network" shall mean Symbios' telecommunication network in the concerned telecom circle through which Services are or will be made available to the Customer.

"Other Service Provider"(OSP) means a company providing Application Services like tele-banking, tele-medicine, tele-education, tele-trading, e-commerce, call centre, network operation centre etc. by using telecom resources provided by Telecom Service Providers.


SASHMENLA JAMIR
SENIOR MANAGER OPERATIONS
Kohima
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SASHMENLA JAMIR
SENIOR MANAGER OPERATIONS
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'Services' shall mean all telecom and allied services provided by Symbios to its Customers which inter-alia shall include internet, fixed line telephone, IPTV (Internet Protocol Television) and value added services (VAS) and/or any supplementary/additional services made available to the Customer.

'Tariff' shall mean all the rates, fees, charges, levies etc, and related conditions at which telecommunication service may be provided including but not limited to activation or installation fees, usages charges, deposits, advance, service charges including service tax and any other statutory outgoings under the tariff schedule as notified by Symbios for providing services and the tariff shall have the same meaning as contained in Tariff Telecommunication Order issued by the TRAI.

'TRAI' refers to Telecom Regulatory Authority of India.

1. RESERVATIONS

1.1 Symbios reserves the right to seek and/or verify the particulars including financial information provided by the Customer either by itself or from independent sources.

1.2 To reject any CEF in case the particulars provided therein are incomplete, incorrect or for any other legally just and valid reasons and without any liability whatsoever. The information provided by the customer/gathered by the Symbios shall become Symbios property even if the application is rejected and Symbios is not liable to return the same.

2. DISCLAIMERS AND LIABILITY LIMITATION.

2.1 Symbios makes no express or implied warranties, guarantees, representations or undertaking whatsoever regarding the service/equipment etc unless expressly mentioned in this form.

2.2 Symbios shall not be liable to the Customer and /or any person, firm body corporate claiming through under or in trust for the customer and the customer hereby waives and agrees to continue to waive all claims/actions of any delay, losses including but not limited to loss to business, profit, revenue of goodwill demands, fees, costs, expenses, order judgment etc, direct incidental or consequential arising out of any delay, errors, of defects or other failure with respect to the Service and all additional/supplemental Services, equipment or billing, payment or collection to the extent such interruption, delay error of defects is due to reason mentioned in clause 4.5 hereof. Further the Customer remains solely responsible for his own negligence, acts or omission.

2.3 Symbios shall not be responsible for any acts of franchises or any other third party with respect to schemes which are not authorized by Symbios or which are purported to have been offered on behalf of Symbios without the explicit and specific sanction in written of Symbios.

2.4 It is clearly understood that installation/shifting of broadband require several vital and time consuming activities, inter-alia, feasibility check of the area, laying down of cables, proper wiring of the area/premises, allocation of tag in the switch, configuration of the STB, other technical requirements etc and therefore Symbios does not guarantee the provision of service or prescribe any fixed timeline for the execution of the CEF, during which the


SASHIME ORA JAMIR
SENIOR MANAGER OPERATIONS
Kohima
Symbios Creations Private Ltd.




ADMINISTRATOR
HOTEL CHRISTIAN COLLEGE
KOHIMA, NAGALAND

Services shall be activated. Symbios shall endeavor to activate the Service within reasonable time and it is expressly agreed that the person executing the CEF shall not be entitled to raise any claim or action or damage of whatsoever nature on account of non-activation or delayed activation of services due to technical, non-feasibility and the Customer shall only be entitled to refund of initial amount paid by the Customer.

2.5 The DSL/Broadband speed available to the Customer is the maximum prescribed speed for which the Customer is entitled and Symbios does not hold out any assurance that the said speed shall be maintained at all time and the same may vary depending upon the network congestion, technical reason or any other unavoidable circumstances.

2.6 Symbios will not incur any liability for any of its bonafide action taken to protect intellectual property right (IPR) even if the information on the strength of which it has taken any action is later discovered to be unfounded or false.

3. CUSTOMER UNDERTAKINGS

The Customers undertakes and agrees

3.1 That documents/details submitted by Customers along with CEF are subject to clearance/acceptance by Symbios. In case of non-acceptance /rejections of documents, the refund wherever applicable would be made as per TRAI Regulations from time to time.

3.2 To pay to Symbios the Tariff charges as published and notified by Symbios from time to time. With a view to give all Customer Optimum Service, the Tariff plans offered by Symbios shall be subject to Fair Usage Policy as formulated by Symbios from time to time.

3.3 That he is fully conversant with the Service and/or additional and supplementary Services provided by the Symbios together with its charges, specification, requirements, limitations etc and has signed this Form upon such understandings.

3.4 The Rules and Regulation of Indian Telegraph Act 1885 (including amendments thereto and ruled framed there under from time to time) shall be applicable to each and every Customer and in case of any repugnancy the said Rules/Regulation shall have overriding effect over such terms of this Form.

3.5 To comply with all applicable laws, by-laws, rules, regulations, orders, notifications, directions etc, of the Government/Courts/Tribunal/TRAI/DoT/ Ministry of Information and Broadcasting (MIB) and shall also comply with all directions issued by Symbios related to Network, service or equipment or any other connected matter and shall provide to Symbios all information and co-operation as may be required by Symbios from time to time.

4. PROVIDING THE SERVICE


4.1 The Service shall be provided within reasonable time of receipt and acceptance by Symbios of a CEF and subject to technical feasibility.

4.2 Symbios shall allocate broadband ID /Accounts ID at its sole and absolute discretion and connect Customer equipment or CPE as the case may be, to the Network and will use all endeavors to maintain connections and provide service/s throughout the Enrollment Period. The said number/ID shall remain in the exclusive domain and Symbios and the Customer is entitled to use the same only during the Enrollment Period. Upon termination of Enrollment Period Symbios shall have the right to allocate the said number/ID to any other Customer in its sole discretion and can also after/change the same for any reason whatsoever, including but not limited to any directive of government/quasi, government authority, DoT, MIB, TRAI, technical reason etc.

4.3 All discounts/special benefits/ schemes pertaining to the service shall be as per the


ASHIMNLA JAMIR
SENIOR MANAGER OPERATIONS
Kohima
Symbios Creations Private Ltd.




Ashimnla Jamir
Kohima Nagaland

terms and conditions specified by Symbios from time to time.

4.4 Symbios has the right to predetermine or prefix the credit limit for the usage of Service availed by the Customer based on its internal credit rating. In the event of exceeding of the credit limit the Customer shall be liable to make interim payment forthwith for the Service availed including rentals falling which Symbios reserves the right to totally or partially disconnect/suspend the Service. Failure to disconnect the Service in the events of exceeding the credit limit shall not constitute as a waiver, either of the exceeded amount or the right to subsequently recover the amount from the Customer or any other right of Symbios against the Customer.

4.5 Quality, functionality and/or availability of the Services may be effected and Symbios without any liability, whatsoever is entitled to refuse, limit, suspend, vary or disconnect the Services, at any time for reasonable cause including, but not limited to the following:-

4.5.1 Any violation of applicable rules, regulation, orders, directions, notifications, conditions of License Agreement etc, issued by the Government/Telecom Regulatory Authority of India ("TRAI") etc.

4.5.2 Any discrepancy in the particular(s) provided by the Customer.

4.5.3 If the Customer is in default (including past default) in making payment for the Services or for any other telecom service provided by Symbios.

4.5.4 During technical failure, modification, up-gradation, variation, relocation, repair and /or maintenance of the system/equipments.

4.5.5 To combat potential fraud, sabotage, willful destruction, and national security or for any other force majeure reasons etc.

4.5.6 Transmission limitation caused by topographical, geographical, atmospheric, hydrological and/or mechanical or electronic constraints/limitation and/or due to non-availability of suitable technical sites to install/upgrade the network.

4.5.7 Due to acts of God or circumstances beyond the control of Symbios including insurrection or civil disorder, or military operation, national local emergency, industrial disputes of any kind (whether or not involving Symbios employees), fire, lightning, explosion, flood, inclement weather conditions, acts of person or commission of person or bodies for whom Symbios is not responsible or any act, Regulation or policy of the Government of India or State Government or any other statutory Authority.

4.5.8 If service are used in violation of any law rule/regulation; or for a purpose other than declare by the Customer at the time of subscription.

4.5.9 Interconnection failure between Symbios and other Service provider(s).

4.5.10 Non receipt or non-supply of input/feed from/by channel broadcasters to Symbios.

4.5.11 Any bonafide action taken by Symbios to protect its Intellectual Property Right (IPR) or such right of the content providers or any other person whose interest it's bound to protect by virtue of contractual obligation or by law.

4.5.12 Any other reason which is found to be reasonable by Symbios warranting limitation/suspension/disconnection of Services.



SASHIMELA JAMIR
SENIOR MANAGER OPERATIONS
Kohima
Symbios Creations Private Ltd.



ADMINISTRATOR
MODEL CHRISTIAN COLLEGE
KOHIMA, NAGALAND

4.6 NETWORK UPTIME

4.6.1 Symbios will try to maintain an uptime of 90% in a month. No discount on rental will be given for uptime falling below 90%. The same will be compensated by giving service credit at the time of permanent disconnection.

4.6.2 90% Uptime in a month = (24 hours * 365 Days * 90%) / 12 Months = 657 Hours of Total 730 Hours.

4.6.3 Downtime will be calculated from the time of registering a complaint by the subscriber with Symbios HELPDESK. A reference number will be provided by HELPDESK for each registered complaint.

4.6.4 Downtime due to failure of network/PC at subscriber end will not be calculated as downtime.

5. SERVICES & DISCOUNTS

5.1 Symbios is entitled to add/alter/withdraw any additional or supplementary services including the charges for the same at any time, in its sole discretion within the realm of TRAI guideline. Provider of additional/supplementary services shall be on such other/additional terms as specified by Symbios from time to time and such additional terms/conditions shall be deemed to be part and parcel of this Form.

5.2 All discounts or other special benefits schemes pertaining to the Services and/or additional/supplementary Service announced by the Symbios from time to time shall have a time limit as decided by Symbios. Symbios shall further have the right to withdraw/vary/extend any/all such discount and/or benefit at any time and without incurring any Liability whatsoever in this regard whether directly or indirectly or consequentially and the Customer shall not have any claim or right in such eventually.


6. Different plans/schemes/top ups, Add-ons, packages of TV channel offered by Symbios shall have correspondingly different composition, price/charges/fees and terms & conditions all of which are subjected to change by Symbios from time to time but within the overall guidelines of TRAI Tariff Plan / Package.

7. BILLING PAYMENT AND SECURITY DEPOSIT


7.1 Symbios shall bill the Customer as per the billing cycle which shall run on a frequency as may be decided by Symbios from time to time. Symbios reserves the right to change the billing cycle as and when deemed necessary. Taxes shall be as per applicable law.

7.2 Bills will be sent to the billing address of Customer as mentioned in CEF. Symbios shall not be responsible for non-receipt of bill(s) and in such events it shall be incumbent on the Customer to enquire about the dues and settle the same.

7.3 All payments are to be made by the prescribed due date. All non-cash payments are subject to realization. Payment beyond due date shall entitle late fees as prescribe by Symbios from time to time and taxes thereon. The same shall be payable from the due date till actual realization of payment. Any delayed payments by the Customer entitled Symbios to withdraw any applicable discounts or/benefits. This however is without prejudice to the right of Symbios to suspend or disconnect and the service partially or fully due to non-payment. For restoring the Services the Customer shall have to apply for reactivation of the


SASHINLENLA JAMIR
SENIOR MANAGER OPERATIONS
Kohima
Symbios Creations Private Ltd.




Sashinlenla Jamir
Senior Manager Operations
Kohima Nagaland

connection after making the due payment and the applicable restoration charges.
Outstation cheques shall not be accepted. However, if at the sole discretion of Symbios, out station cheques are accepted, the same shall be subject to a charge as decided by Symbios.
7.4 Customers shall own the liability for the cheques submitted against the subscription. Any such cheques getting dishonored may invite suspension of telecom services availed.

8. CUSTOMER OBLIGATION

8.1 Customer shall not use the Service for any unlawful, immoral or abusive purposes in violation or derogation in any law/rule or regulation or statutory directives or order for the time being in force or against any public policy or for sending/receiving absence, threatening, harassing messages/communications or sending messages or communication that effects national interest or create any damage or risk to Symbios or its Network/equipment/call center and/or other Customer(s). Any violation or misuse by Customer shall under no circumstances be attributed to Symbios and the Customer shall be solely responsible for all such acts or omissions.

8.2 Customer shall intimate Symbios about change in address, if any, in written along with such proof, as may be deemed necessary by Symbios.

8.3 Customer shall not use the Service as an OSP (Other Service Provider) or for the purpose of telemarketing directly or indirectly, without submitting to Symbios the required approvals/registration from relevant authorities.

8.4 Customer shall be responsible to obtain its own IP address and domain name from the competent authorities. In case the IP addresses are taken from Symbios, the same are non-portable and have to be return to Symbios at the termination of services.

8.5 Customers agrees not to use the internet for any of the following activities:

8.5.1 Voice communication to and from a telephone connected to PSTN/PLMN and following E.164 numbering is prohibited in India.

8.5.2 Establishing connection to any Public Switched Network in India and/or establishing gateway between internet and PSN/PLMN/ISDN in India.

8.5.3 Use of dial-up lines with outward dialing facilities from nodes.

8.5.4 Resell or cause to resell or offer to sell this Service.

8.5.5 Interconnectivity with ISPs.

9. Customers agree to use encryption upto 40bit keylength in the symmetric key algorithms or its equivalent in other algorithms without obtaining permission from the Licensor. However, if encryption equipments higher than this limit are to be deployed, Customer shall obtain prior written permission of DoT and deposit the decryption key, split into two parts with DoT.

10. Symbios may block internet sites and/or individual Customer as identified and directed by DoT or designated security agencies from time to time.

11. Customer shall maintain a log of all users connected and the service they are using (mail, telnet, http etc.). Customer must also log every outward login or telnet through their computers. These logs, as well as copies of all the packets originating from the Customer Equipment or CPE of the Customer must be available in REAL TIME to Telecom Authority


SASHIMELA JAMIR
SENIOR MANAGER OPERATIONS
Kohima
Symbios Creations Private Ltd.




ADMINISTRATOR
MODEL CHRISTIAN COLLEGE
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Type of logins, where the identity of the logged-in user is not known should not be permitted.

12. In the events that the Customer installs any Wi-Fi network of his own the Customer shall duly inform Symbios and undertakes to:

12.1 Use secured Wi-Fi network connection to avoid any misuse.

12.2 Be solely liable and responsible of any use/misuse of any Wi-Fi installation.

12.3 Set up and maintain its own authentication mechanism for the ensuring the security of internet usage/Wi-Fi Services.

12.4 Keep a log of all the events on its Wi-Fi network for a period of a least one year and shall provide the same to the regulatory and/or security agencies as and when demanded.

13. Customer undertakes and agrees to take the required measures to ensure that any spam or malicious traffic is not generated from the Customer end. If at any time spam activity, unwanted or malicious is served from Customer link, Symbios reserves the right to lock/suspend or terminate the Link immediately without any notice.


14. The procedure for metering of charges and shifting, transfer, closure, safe custody of Services etc, shall be such as may be determined and varied by Symbios from time to time. The shifting of each of the Services availed by Customer is subject to the condition that the area is covered by Symbios and the same is technically feasible.

15. Except as provided elsewhere, either party may terminate the Enrollment by giving the other party not less than 30 days prior return notice in this respect but such a notice shall not absolve the Customer of its liability to make payment of the amounts that may be due outstanding as on date of termination. The Customer undertakes to pay for all calls made while he was a Customer even if some of the call are billed to him after he ceases to be Customer but pertains to the period when he was a Customer.

16. Symbios connection/services shall normally be non-transferable. The Customer may seek prior permission in writing from Symbios for seeking transfer. In case of such permission being granted, substituted buyer may be allocated a different username or ID after all requisite formalities have been completed and the primary Customer shall be liable and shall fully discharge his duties till the date of such regularized transfer from Symbios. The Security received from original Customer will be adjusted/transferred /returned, less deduction if any as the case may be if Symbios is required to refund or return the security deposit to the Original Customer the transferee in such an event would have to give fresh deposit to Symbios as may be applicable or decided by Symbios.

17. All equipment (CPE), provided (but not sold) by Symbios shall always remain the absolute property of Symbios. The Customer shall only have the right to use the equipment or other equipment/accessories during the Enrollment period. The CPE must be kept by Customer in good and working condition.

18. Symbios will test the CPE prior to its installation and the Customer shall certify its functionality at its premises at the time of installation. Thereafter Symbios shall not be responsible for any defect/fault etc, that is not expressly covered by the manufacturer's warranty of the equipment. Any such repair/exchange carried out by Symbios for


SASHMENLA JAMIR
SENIOR MANAGER OPERATIONS
Kohima
Symbios Creations Private Ltd.




Admin
Daniel Christian College
Kohima Nagaland

failure/defects shall be charged from the Customer as per Symbios policy on the subject from time to time. Any damage or defect to CPE arising out of misuse or intentional damage or accidental damage or force Majeure event shall also be charged to the Customer account.

19. The Customer hereby agrees and undertakes to return the equipment immediately on temporary suspension of service or disconnection for any reason including the reasons cited in clause 4.5. The Customer shall not claim any interest charged or lien on CPE(s) even if any dispute is pending for resolution between the Customer and Symbios.

20. The Customer shall be solely responsible in case of any loss in services due to misuse or hacking of any equipment or EPABX at Customer's end and shall also be liable to pay for the usage charges to Symbios, if any without any demur or protest.

21. Customer shall neither shift the equipment nor transfer the same in any manner. In case Customer fails to comply with the terms & conditions of relationship Symbios reserves the right to lift/remove the equipment from the Customer premises and terminates the Customer Enrollment without any liability whatsoever on its part.


22. Notwithstanding anything mentioned in these terms and conditions, Symbios disclaim all its liabilities, warranties, responsibilities and services level assurance with regards to its Services, in case the Customer installs or uses any Customer equipment or Customer premises equipment, not provided by Symbios for availing the services provided by Symbios. It is further clarified, that Symbios shall not be liable for any claim, loss or damage of whatsoever nature that may arise due to use/installation of such customer equipment or customer premises equipment by the customer.

23. Symbios shall have the right to undertake inspections at the specified address or premises of the Customer to check for the bonafide usage of the Services and to ensure that there is no violation of its/any third parties' Intellectual Property Rights (IPR). The Customer shall provide cooperation, facilities and access to Symbios for the same. In case on such inspection, it is found that the Customer is indulging in any act or omission which amounts to violation of the terms and conditions contained herein or IPR, Symbios or its employee or agent shall be entitled to take photograph or videograph of such violation or any other measure necessary for regarding such violation.

24. Nothing contained herein shall be deemed to grant the Customer either directly or by implication, any right by license or otherwise in respect of any Intellectual Property, Intellectual in any software, concepts know-how, processes, development tools, techniques or any other proprietary material or information that Symbios may provide to the Customer in the course of provision of Service.

25. Only service personal so authorized by Symbios in this regard shall be allowed to inspect and rectify the Equipment in case of any malfunction.

26. Proper & effective use of telecom services is the responsibility of the Customer. Customer will be liable to pay the entire amount of bill arising due to usage of service (or VAS) from the Customer's telephone account.


ASHIMELA JAMIR
SENIOR MANAGER OPERATIONS
Kohima
Symbios Creations Private Ltd.




ADMINISTRATOR
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27. TECHNICAL SUPPORT

27.1 Technical support will be rendered only for Symbios broadband connection provided by Symbios. Support will not be provided for problems due to Hardware/Software other than that provided by Symbios.

27.2 Symbios is not responsible for setting up of or troubleshooting of the Customer's Local Area Network.

27.3 Customers are requested to call our helpdesk promptly in case of loss of connectivity.

27.4 Telephonic Support (24 X 7): The first level support will be telephonic support. Subscribers are requested to make available the error number or any other specific problems to help troubleshoot the issue faster.

27.5 Onsite Support (9:00 AM – 5:00 PM): If the problem/issue persists after the telephonic support, onsite support will be provided. On-Site Support for calls registered after 6:00 PM will be addressed in the first hour of the next working day.

28. CHANGE OF BILL PLANS

28.1 Symbios will process the bill plan change request upon receipt of written communication for change of bill plan from the Customer.

28.2 Bill Plan change will take effect only from the next billing cycle after approval.

29. PERMANENT DISCONNECTION & FULL AND FINAL SETTLEMENT

29.1 Permanent disconnection is not allowed during commitment period.


29.2 In case a permanent disconnection is requested during commitment period, the rental charges on pro-rate basis will be charged for the balance days in commitment period during Full & Final Settlement

29.3 On permanent disconnection, the refund of security deposit will be made through Account Payee Cheque after full & final settlement. The cheque will be delivered within 45 days at the billing address provided by the Customer.

AMENDING THE FORMS

30. Symbios shall have the option to vary, alter or amend any term and condition forming part of this Form due to administrative or commercial compulsions or for any other reason considered necessary in the interest of business operations. Customer's continued use of Services or payment to Symbios after Symbios has issued such notice will constitute Customer's consent or approval to all amendments.

31. The failure of any party thereto at any time to require performance by the other party of any obligation/provision of this Form shall not affect the right of such party to require performance of that obligation/provision subsequently; nor any waiver by any party of any breach of any provision/obligation of this Forms shall be constructed as waiver of any continuing or succeeding breach of any such provision or waiver of the provision, itself or a waiver of any right(s) here under.


SASHINELA JAMIR
SENIOR MANAGER OPERATIONS
Kohima
Symbios Creations Private Ltd.




Administrator
of Christin College
Kohima Nagaland

32. If any part of this Form is held invalid, the remaining provision will remain unaffected and enforceable, except to extent that Symbios right/obligations under the Form are materially impaired.

33. CONFIDENTIALITY

Privacy of communication is subject to the terms of the License Agreement of Symbios with DoT/MIB and other statutory and regulatory notifications/directives etc and agreements with the content provider etc. The Customer specifically agrees that in order to facilitate Symbios to provide Services, Symbios may be required to disclose any information or particulars pertaining to the Customer to any authority, statutory or otherwise, including but not limited to any debt collection agency, credit reference agency, and security agency and reserves the right to comply with the directions of such authorities at its discretion and without intimating the Customer.

34. Communication

By registering as a subscriber of Symbios, customer consents to receive communications via emails, SMS and whats-app messages in your registered email-id and mobile number. The communication may include both transactional and marketing in nature.

FOR, SYMBIOS CREATIONS PRIVATE LIMITED

FOR, MODEL CHRISTIAN SCHOOL

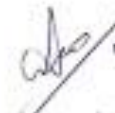
Signature:



NAME:

DESIGNATION: SASHIMENDRA JAMIR
SENIOR MANAGER OPERATIONS
Kohima
Symbios Creations Private Ltd.

Signature:



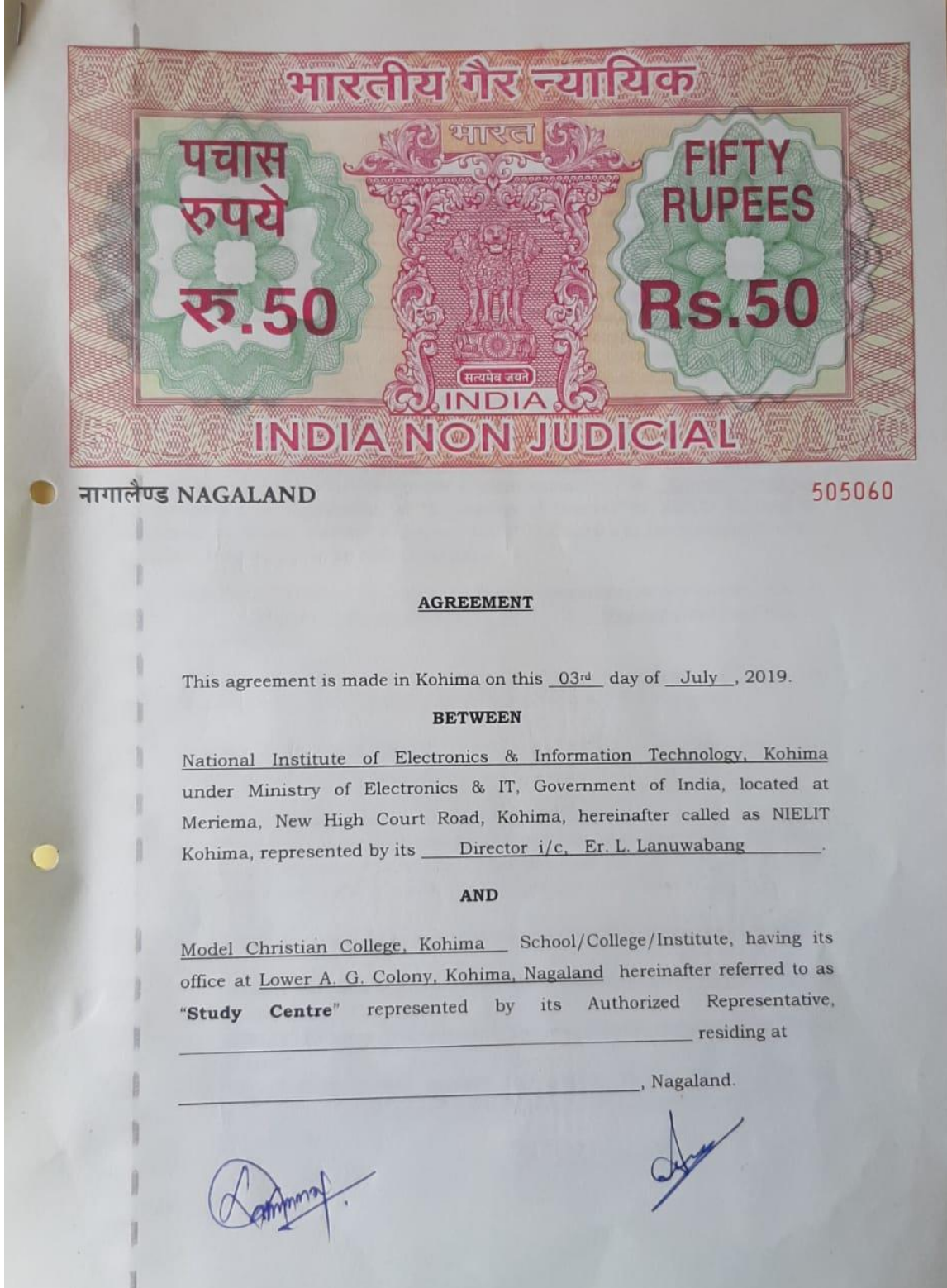
ADMINIST
MODEL CHRISTIAN
KOHIMA, NAGAL.

NAME:

DESIGNATION: Administ



3. National Institute of Electronics & Information Technology, Kohima



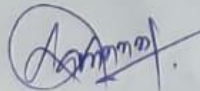
NIELIT Kohima (under the Ministry of Electronics & Information Technology [MeitY], Govt. of India) is engaged in Human Resource Development (HRD) activities in the areas of Information, Electronics and Communication Technology, Cyber Security, Cyber Forensics, e-Governance, cloud computing, etc. NIELIT is engaged both in Formal & Non-Formal Education in the area of IECT besides development of industry oriented quality education and training programmes in the state-of-the-art areas. NIELIT has endeavoured to establish standards to be the country's premier institution for Examination and Certification in the field of IECT. It is also one of the National Examination Body, which accredits institutes/organizations for conducting courses in IT in the non-formal sector.

WHEREAS NIELIT, Kohima aspire to run affiliated courses on Information, Communication, Electronics and Technology in its identified study centres located in Nagaland as a part of expansion of activities and to be able to reach out to the masses of the State.

WHEREAS Model Christian College, Kohima school/college/institute engaged in imparting education to the student community in Kohima, Nagaland has submitted an Application of "Expression of Interest" to NIELIT Kohima for enrolment as "**Study Centre**" to impart NIELIT IT Courses to the students and the same has been accepted by NIELIT, Kohima.

WHEREAS NIELIT Kohima has agreed to permit the running of the aforementioned course in Model Christian College, Kohima in Nagaland on the following terms and conditions:

1. NIELIT Kohima has enrolled hereby Model Christian College, Kohima as "**Study Centre**" from July 03, 2019 to impart NIELIT IT courses.
2. Enrolment as "**Study Centre**" will be for a period of 3 (three) years from July 03, 2019 to July 02, 2022.
3. The **Study Centre** shall conduct the specified computer training programs at the school/college/institute as per contents and procedures laid down and as per requirements of NIELIT Kohima from time to time. The duration and consideration for the course(s) will be decided by NIELIT Kohima.
4. **Hence this agreement is now made and both the parties hereto agree as follows: -**
 - 4.1 **NIELIT Kohima** will provide detailed course syllabus and course plan to the Study Centre.
 - 4.2 **NIELIT Kohima** will register the candidates admitted by **Study Centre**.
 - 4.3 NIELIT Kohima will assure the quality of the training courses conducted by **Study Centre** by conducting periodical inspection(s) and audits.
 - 4.4 **NIELIT Kohima** will nominate and appoint a Program Coordinator who shall interact with the Centre Coordinator of **Study Centre**



- with regard to training programs.
- 4.5 If **NIELIT Kohima** supplies any equipment and tools to the Study Centre, **Study Centre** has to provide Bank Guarantee to the extent of equipment/tool supplies made.
 - 4.6 The **Study Centre** should take responsibility to arrange adequate infrastructure like Hardware, Software, Networking and office setup required for conducting quality Computer training programs.
 - 4.7 The **Study Centre** should take responsibility to conduct training programmes with experienced and qualified faculties. Bio-data/ Résumé of each of the faculties should be made available to NIELIT Kohima. Around two (2) days training on relevant aspects will be imparted to the concerned deputed faculty/faculties through trained personnel of NIELIT Kohima.
 - 4.8 Registration of candidates shall be done in the prescribed format provided by NIELIT Kohima.
 - 4.9 The **Study Centre** shall forward details of registrations, training details and monthly information as and when required by NIELIT Kohima as per format issued.
 - 4.10 NIELIT Kohima will pay ₹ 1,000/- (Rupees One Thousand Only) per Candidate per batch to the Study Centre. Payment will be released on completion of examination for the actual number of candidates appearing at the examination only. Study Centre will raise a bill after completion of the examination along with the certified copies of examination forms and attendance of the participants in the examination conducted by NIELIT Kohima, duly verified by the authorized officer of the concerned school/College/Institute. Payment will be made against the number of candidates who appeared in the examination conducted by NIELIT. It is clarified that bills will be paid for completed batches only. "Completed" means Completion of training as well as the examination or the evaluation test. The entire expenditure on electricity, power backup, water, telephone, Internet and other common office expenses including municipal taxes and other taxes, if any, shall be paid by the Study Centre.
 - 4.11 The **Study Centre** shall not use "NIELIT Kohima" Letter Heads & bank receipts (printed as NIELIT Kohima) for their business transactions.
 - 4.12 NIELIT Kohima will have no financial responsibilities towards the concerned faculty/faculties directly or indirectly in any manner whatsoever.
 - 4.13 NIELIT Kohima will issue certificates to successful trainees only if satisfied with training quality and contents.
 - 4.14 Study Centre will provide at least desired numbers of qualified faculties for each course and minimum one lab preferably having 20 computers with proper UPS backup and other related equipment and accessories. The lab should have proper Internet connectivity, lighting, fans and necessary power connection. Study Centre will also provide a theory classroom of suitable size to conduct theory classes.
 - 4.15 The **Study Centre** will allow NIELIT Kohima to put up its "Sign



Board/ Banner" related to the training program in suitable locations within the premises of Study Centre.

- 4.16 **Study Centre** hereby agrees to the rules and regulations set by NIELIT Kohima from time to time.
- 4.17 NIELIT Kohima has complete rights to visit the centre, inspect, issue suitable instructions, check & verify records, interview trainees and faculties and take any steps that are felt necessary.

5. Information on Course Fee. SCSP/TSP Scheme:

Under the scheme of the Scheduled Caste Sub Plan (SCSP) and Tribal Sub Plan (TSP) of the Govt. of India, SC & ST candidates are given free admission to this training program. The candidates should have valid SC & ST certificate in his/her name duly verified and certified by the District Administration.

6. Withdrawal of status of Study Centre

NIELIT Kohima may initiate proceedings for withdrawal status of **Study Centre** in case the institute/centre is found indulging in any of the following improprieties:

- 6.1 Failure to provide necessary academic and/or administrative support to the students as per schedule/norms fixed by NIELIT Kohima and/or furnishing false information to NIELIT Kohima.
- 6.2 Deterioration or unwillingness to improve, to meet the minimum requirements in terms of infrastructure, facilities, faculties and other resources, as prescribed by NIELIT Kohima.
- 6.3 Any unsolicited activity like misappropriation/misconduct/illegality/unethical practice at the centre or by the persons attached with the centre in connection with conduct of NIELIT IT, Electronics Courses, which in the opinion of NIELIT Kohima warrants immediate withdrawal of status of the Study Centre.

7. Disputes and legalities

- 7.1 Under no circumstances, NIELIT Kohima will be a party to any legality arising due to the business process of the Study Centre.
- 7.2 Decision on all matters by NIELIT Kohima shall be final and binding.

8. Validity - Renewal & Termination of Agreement:

This Agreement is valid till July 02, 2022 or till the validated SC&ST scheme ceases in operation, whichever is earlier from the date of signing of this Agreement. This Agreement can be renewed further under similar terms subject to mutual agreement.



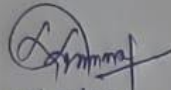
In witness whereof the parties hereto have signed this Agreement on the day, month and year mentioned herein before.

**Authorized Signatory for
"NIELIT Kohima"**

Name : Er. Lanuwabang

Designation : Director i/c
NIELIT Kohima

Signature :



Date :

03/07/19

Director-In-Charge
National Institute of Electronics & IT
Kohima, Nagaland

**Authorized Signatory for
"Study Centre"**

Name :

Albert Suedho

Designation :

Administrator

Signature :



Date :

03/07/2019

Witness:-

Name :

M OAKUNGA

Designation :

Asst. EN G

Signature :



Date :

03/07/19

4. Telcocrats Technologies Mohali

MEMORANDUM OF UNDERSTANDING

Between

TELCOCRATS TECHNOLOGIES, MOHALI

And

MODEL CHRISTIAN COLLEGE, NAGALAND

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into on 24th September 2019 between the **Model Christian College, Nagaland** hereafter referred as "College" and **Telcocrats Technologies, Mohali** here in after referred to "Technology Partner".

PREAMBLE

In the Engineering Education a collaborative effort between industry and academic institutions has become the key to success. This is possible only by the continuous collaboration and exchange of knowledge amongst industries and academic institutions for the ultimate welfare of the society. Education is the noble cause of building up nation. In order to improve the quality of education, the educational institutes must endeavor to establish rapport, identify areas of co-operation, and enter into MOUs with neighboring institutions and industries on viable collaborative/ consultancy projects with specific time-frames and well-defined parameters of output. The collaboration could be in the areas of exchange of latest technological trends and ideas, credit transfer, joint projects of students and faculty, joint publications, joint sponsored projects from funding agencies, joint faculty and staff development programs, joint consultancy projects with a sound revenue sharing model etc.

PURPOSE

The aim of this MoU is primarily to establish a written document under which both organizations may enter into further specific agreements to perform collaborative programs in the areas of mutual interests.

AREAS OF COLLABORATION

a. Roles and responsibilities of Technology Partner, Telcocrats Technologies:

- Identify and introduce skill development programs as per the industry requirements and skill gap studies conducted by NSDC
- Mobilization of Candidates for Skill development programme.
- Provide Training content, other resource material for the identified Training Programs
- Provide Equipment as defined for various Job Roles
- Introduce requisite partnerships with industry partners for domain expertise, technical know-how and industry supported skill programs

Administrator
Model Christian Col
Kohima Nagaland

[Signature]
25/05/2019

Page 1 of 4



- Providing Domain Specific Trainers periodically
- Coordinate with Sector Skill Councils/Govt. Agencies for Training of Trainers to enable certified and experienced faculty to be deployed for training
- Support Infra Partner with regular quality and domain inputs
- Overall supervision / administration of the Training Programs.
- Monitoring the program and its continual improvement.
- Coordinating for Assessment of Trainees. Pass out trainees are trainees who clears final assessments conducted by Sector Skill Council/Govt. Agencies
- Certification of pass out trainees from the respective affiliating agencies/Sector Skill Council/Govt. Agencies
- Facilitating placement linkages/ self-employment opportunities for the successfully trained Trainees wherever applicable
- Develop necessary linkages and associations for improvement of training quality, program outcomes and introduction of new programs to meet global competitiveness and standards.
- Appoint a Responsible Coordinator for this MOU Activity and Accountability
- **REVENUE SHARING:** Sharing the college INR 300 Per pass candidate once payment is received from the Govt after successful completion of program.

b. Roles and Responsibilities of Institute:

- Providing Infrastructure as prescribed by Telcocrats as per the skill development program requirement
- Infrastructure includes training infrastructure :
1 or more Classrooms as per requirement,
Computer lab as per requirement
- Support Telcocrats in required branding of the infrastructure as per Scheme Guidelines
- Internal Branding: Charts/flex displaying the program name, Telcocrats Logo and (College name) Logo.
- Office Working Space for Our Admin work , Enrollment & Counseling
- Share Data of candidates available with college that is not required or useful for the college.
- SPOC for Data enrollment.
- SPOC for collecting your student document for enrolling them.
- SPOC for Mobilization of candidates.
- SPOC for Placements of Trained Candidate.
- Provide faculty for training support and ensuring proper attendance of trainees.
- Ensure above 85% Attendance of all the trainees
- Appoint a Responsible Coordinator for this MOU Activity and Accountability.

NODAL AUTHORITY

The Nodal authority from College shall be the PRINCIPAL or his nominee and the Nodal authority from **Telcocrats technologies** shall be **Mr Kapil Bhutani** or his nominee for decision making and concurrence on matters of mutual interest under this MoU.



Administrato
Model Christian College
Kohima Nagaland

25/09/2021

EXCLUSIVENESS:

- Infra Partner will exclusively work for the agreed skill development sectors and programs with the Skill Development Agency to avoid any conflict of interest as well as to encourage brand building and long term continued business

CONFIDENTIALITY:

- Parties to the AGREEMENT have expressly agreed to hold the entire information and documents related to this program as strictly confidential. Each Party, shall, upon request of the other Party, return all materials, details, documents and records in possession of the Party at the time of termination of this AGREEMENT that were provided by the other Party and shall destroy all the related materials and softcopies/electronic devices etc. and shall furnish a declaration to that effect.
- The confidentiality obligations of this AGREEMENT shall remain in effect for 1 year after the termination or expiration of this AGREEMENT.

IMPLEMENTATION AND ACTION PLAN:

Telcocrats, Mohali and college shall jointly endeavor to finalize the detailed implementation and action plan of collaborative efforts to execute the parts of the MoU in the academic year 2018-2019 and there onwards. This MoU shall be effective from the date of signing the same and shall remain in effect till it is discontinued by mutual consent but not before the completion of current allocation.

MODIFICATION:

- This Agreement may be modified, through a written document signed by duly authorized representatives of both Parties.
- Either Party can withdraw from the agreement with a 30 days' notice. Both the parties shall continue its activities during the above notice period in such a manner, which shall not prejudicially affect the interest of either party and complete a hand over activities in a mutually agreed manner

DISPUTE RESOLUTION:

- Any and all differences and disputes whatsoever arising between the Parties concerning the interpretation or implementation of this Agreement or in relation to the subject matter contained in this Agreement shall, in the first instance, be resolved mutually between the Parties and in the event of non-resolution, the matter shall be referred to arbitration.
- Arbitration proceedings shall be held in Mohali in accordance with the Arbitration and Conciliation Act, 1996 and procedures established for the purposes of regulating and determining matters relating to or arising from arbitration
- This Agreement shall be governed according to the Indian laws and each Party shall submit to the jurisdiction of the Courts at Mohali, Punjab, India.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ON THE DAY MONTH & YEAR FIRST ABOVE WRITTEN



Administrative
Model Christian College
Kohima Nagaland
25/09/2019

For Telcocrats Technologies Pvt. Ltd.	Model Christian College, Nagaland
(Skill Development Agency)	(Infrastructure Partner)
Name of Officer: <u>Kapil Bhatnagar</u> Designation: Director <u>25/9/19</u>	Name of Officer: <u>Albert Anicho</u> Designation: <u>Administrator</u> Administrator <u>[Signature]</u> Model Christian College Kohima Nagaland <u>25/09/2019</u>

Witness: [Signature]
25/9/19
DR. NUNGSHI KOKLA JAMIR

Vice Principal
Model Christian College
Kohima : Nagaland

5. M/S Reev Technologies

Reevanth Lama
reev technologies



+91 9836-090-025 | www.reevtech.in | support@reevtech.in
6th Floor, 2A, Ecospace Business Park,
Action Area II, Newtown,
West Bengal, Kolkata - 700156

CONTRACT

This CONTRACT made and executed on this 1st Day of June 2020 at Kolkata between M/s. REEV TECHNOLOGIES, a partnership company having registered office at Rajarhat, Ecospace Business Park, Block- 2A, 6th Floor, Kolkata, West Bengal - 700156, represented by its partner, REEVANTH LAMA, hereinafter called the LICENSOR (which expression shall, whenever the context so requires or admits mean and include its successors and permitted assigns) of the FIRST PART.

AND

Model Christian College, Lower A.G. Colony, Kohima, Nagaland- 797005 represented by its Managing Director Mr. SP Francis, hereinafter called the LICENSEE (which expression shall, whenever the context so requires or admits mean and include their successors and permitted assigns) of the SECOND PART.

W H E R E A S the first part is the OWNER & DEVELOPER of the Software known as "Reev Classrooms" consisting of both website and mobile app on Android playstore & Apple IOS which caters mainly to Schools, colleges, educational institutions and is basically a management software having Unique Monopolistic Features

A N D W H E R E A S the Second Part having an educational institution situated at, Lower A.G. Colony, Kohima, Nagaland- 797005 is desirous of Using the Software "Reev Classrooms" for better management of their administration .

13. Our mobile apps works offline & can connect 30,000 concurrent users (**No server errors**)

THE SECOND PART needs to pay 50% of the total amount in advance to the FIRST PART on signing of this contract and balance 50% within 15 days after execution of the current project as it is basis. New module(s) if required will be provided without any extra charges but will take additional time for development.

IN WITNESS WHEREOF the parties do hereby set and subscribed their respective hands and seals at Kolkata on the day, month written above.

THE FIRST PART also declares that the numbers of the students and the teachers or any other data of the school would not be shared by any third party. It would only be used to send SMS for school purpose only.



.....
Signature of the First Part



.....
Signature of the Second Part

Managing Director
Model Christian College
Nagaland : Kohima