



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

98AA 373996

MEMORANDUM OF UNDERSTANDING (MoU)

Between

**Katwa College, Katwa, Purba Bardhaman, Pin-713130,
West Bengal, India**

And

**Bijnan Parisad College Para ward No-3, Katwa, Purba
Bardhaman, Pin-713130 West Bengal, India**

This Agreement is made on the **22.11.2023**, between **Katwa College**, (hereinafter referred to as **KC**) situated at Katwa Duck Banglow Road, Katwa, Purba Bardhaman, Pin-713130, represented by its Principal, **Dr. Nirmalendu Sarkar** as the **first party** and Bijnan Parisad (hereinafter referred to as **BP**), College Para ward No-3, Katwa, Purba Bardhaman, Pin-713130 is represented by Secretary Sagar Chandra Roy hereinafter as the second Party.



N. S. Sarkar
Principal
KATWA COLLEGE
22/11/2023



PURPOSE

Whereas

- a. **Katwa College**, hereinafter referred to as **KC**, founded in 1948, co-educational college at Katwa aided by UGC & State Government and accredited by NAAC for the Second Cycle, offering BA/B.SC/B.Com. in Arts/Science/Commerce & B.Ed. under the University of Burdwan.

Whereas

Bijnan Parishad (hereinafter referred to as **BP**), College Para ward No-3, Katwa, Purba Bardhaman, 713130 is a non Government Autonomous body established in the year 1975 having its own land premises with Registration no-S/31663 of 1981-82. This organization is involved in many activities like conducting science seminar, literary seminar, celebration of different eminent scientist and literary persons, conducting free coaching, free medical services and free library facility.

- a. **KC** is desirous to associate with **BP** on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both the institutions.

That, relying on the principle of good faith, by virtue of which they will carry out all the possible actions for their due fulfillment, and also relying on their common bonds and concerns, they state their interest in strengthening their relationships through academic cooperation, and to this end they are of one accord in entering this MoU.

THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS:

1. SCOPE & OBJECTIVE OF THE MOU

Both parties agree that the objective of the present MoU is to establish cooperation in order to collaborate towards career development of students, promotion of academics and research indifferent areas of interest.

2. METHOD FOR ACHIEVING THE OBJECTIVES

In order to achieve the aforementioned objectives, the parties, in mutual agreement, shall develop academic programmes and projects that will specify the commitments, each of them is to make for the performance of the said programmes.

3. AREAS OF COOPERATION:

Whereas, **KC** and **BP** recognize that the academic collaboration would be of mutual benefit and would provide strengths in research and education and their mutual interest in engaging themselves in academic cooperation. Following the purpose of the said agreement, the two parties shall engage in the activities stated below:

1. Organizing programs such as medical awareness, science seminars regarding environmental pollution and sustainability of our ecosystem.
2. Sharing of academic resources such as libraries, laboratories and teaching materials.
3. Publication for academic and research projects.
4. Programs for making plastic free zone in our society.
5. To promote academic excellence and innovation in education.
6. Extension Activities with focus on education
7. Social action (community development) Sharing of Infrastructure for the purpose of academic cause alone.

4. FUNDING


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- a. Expenses for maintaining infrastructure shall be borne by the respective institutions. The transportation and personal expenses of exchanging students, teachers or officers shall be covered by respective individuals/ Institutions.
- b. Financial expenses for internships of professors and researchers, which will be arranged at the parties' request, as well as travel expenses, shall be covered by the requesting institution/s. No fees will be paid, to the professors/researchers as they remain in their positions at their home institution, which will continue to pay their salaries.

5. NO EMPLOYMENT RELATIONSHIP

The parties agree that this Agreement shall not be construed in any manner as establishing any kind of partnership or bond of labour between them. Thus, in all activities stemming from the present MoU and from subsequent specific action plans, the parties are in the understanding that, in all cases, employment relationships shall remain in force between the employing institution and its respective personnel.

6. ACCREDITATION/ CERTIFICATION

The Institution shall issue certification recognizing the achievements of the students, on the basis of hours invested on projects/papers and successful completion of Add-On Courses of the enrolled students.

7. RIGHTS AND DUTIES

- a. The Host Institution is committed to counsel and support students through advice and to foster their integration, inviting and encouraging guest students to become involved in student life for the cause of promoting academics.
- b. The institutions shall act as facilitators, but they will have no obligation whatsoever in terms of the actions, behaviour or financial aspects of the students / participants involved in the exchange.
- c. The students/participants shall enjoy the same rights and privileges as regular students/faculty, and shall observe the norms and rules of the Host Institution. Any violation of the rules of the Host Institution by an exchange participant shall be grounds for immediate termination of the privileges in the context of this Agreement.
- d. The host institution agrees to provide workspace, library and laboratory facilities as appropriate.

8. AUTONOMY

This agreement is a statement of intentions and does not involve, in any instance whatsoever, any financial obligations between the participating institutions

9. TERM

- a. This MOU shall be effective for a period of five (5) years from the date of execution of this agreement, and shall be automatically renewed thereafter for another five (5) years unless a written notice to terminate or amend this agreement is given to the other party, six(6) months in advance.
- b. It is expressly agreed that neither party shall be liable for damages that they might cause each other as a result of a **forceful suspension** of a collaboration program. Causes for forceful suspension must be explicitly set forth in the action plans.

10. CONFLICT RESOLUTION

Any dispute resulting from the interpretation or application of this Agreement shall be settled through direct negotiation and **common agreement** by the

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KATWA COLLEGE



persons delegated to such end by each Institution. Either party may propose to the other a modification of the Agreement at any time in writing.

11. **CONFIDENTIALITY**

Each of the parties accepts and declares that every information from the other party is of confidential nature and is the exclusive property of the latter and has been or will be disclosed to the former solely with the purpose of enabling the full accomplishment of the present Agreement. For this reason, every piece of information provided by one party to the other before signing this Agreement and/or during its performance must be kept confidential and therefore should not be disclosed to any third party.

12. **AMENDMENTS**

The parties may amend this Agreement through agreements in writing to that

effect. The said amendments or additions will be binding on the signatories as of the date of their signature. The parties may not assign, in whole or in part, the performance of the present MoU to any third party, except through prior and express authorization in writing by both of them.

And, since both parties are in agreement regarding the content of the present document, and as a token of conformity, we sign it in two counterparts, both of which will be considered originals.



Signature of Principal *[Handwritten Signature]*
Principal *22/11/2023*
KATWA COLLEGE



Signature of Secretary *[Handwritten Signature]* *22/11/2023*
SECRETARY
BIJNAN PARISHAD

Witnesses
[Handwritten Signature] *22/11/2023*
Name of the Witness **UTPAL DAS**
Designation **IQAC, Coordinator**
Institution Name **Katwa College**

[Handwritten Signature]
Name of the Witness **Dr. G. R. Mania**
Designation **PRESIDENT**
Institution Name **BIJNAN PARISHAD**

Coordinator
IQAC
Katwa College