



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

98AA 386630

**MEMORANDUM OF UNDERSTANDING
(MoU)**

Between

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

And

**JKA INDIA West Bengal, Saheb Bagan, Katwa, Purba
Bardhaman, Pin-713130, West Bengal, India.**

This Agreement is made on the **12.08.2019**, 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 **Japan Karate Association India, West Bengal** (hereinafter referred to as **JKAI**), Katwa, Purba Bardhaman, Pin-713130 is represented by Chief Instructor Sensei Aakash Hazra hereinafter as the second Party.



N. Sarkar
Principal
Katwa College
Katwa, Purba Bardhaman
12/08/2019



Aakash Hazra
Aakash Hazra
Chief Instructor
JKA INDIA WEST BENGAL

- 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

JKA INDIA, West Bengal, Saheb Bagan, Katwa, Purba Bardhaman, Pin-713130 West Bengal, India, is a Non Government Autonomous body established in the year 2019 having its rental premises. Chief Instructor Sensei Aakash Hazra has got the certificate of affiliation under Japan Karate Association India whose ID Number is 1010005485. This institution is involved in many activities like Karate & Self Defense Training, Physical Fitness and Mentally Health etc.

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 Soft Skill and Career development of students and promotion of academics.

The purpose of this MOU is to develop Soft Skill and educational cooperation between both the parties and to complete Career oriented project for students. This MOU is extended for providing guidance on youth affairs and sports.

2. METHOD FOR ACHIEVING THE OBJECTIVES

In order to achieve the aforementioned objectives, the parties, in mutual agreement, shall develop soft skill programmes and projects that will specify the commitments; each of them is to make for the performance of the said programmes. **The Syllabus, fees and other terms and conditions for each programme will be discussed among the parties and enclosed to the MOU before the commencement of the intended programme.**

1: AREAS OF COOPERATION:

Whereas, **KC** and **JKA INDIA** recognize that the academic collaboration would be of mutual benefit and would provide strengths in 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. "Self Defense" & "Physical Fitness" will be offered to the students enrolled in the college. Equip the students to defend themselves against any type of physical assault & anti-social elements prevailing in society today.
2. Build self-confidence so that they can contribute meaningfully to their own development by shaping their own destiny.
3. Capacity enhancement through self-defense training.
4. Extension Activities with focus on education.
5. Social action (community development).
6. Empower the students in all aspects.
7. Provide guidance to make students self-employed.
8. Collaboration in the perspective of Education and for arranging Add-On- Courses.
9. College will arrange, provide, maintain a safe environment and training place for the training activity/activity/service requested, promote the training/activity/service for wider reach for social benefit.
10. Provide the necessary training/activity/service at the college premises and be provided by the experienced professionals and to help train future trainers and experts.
11. To organize Soft Skill Training Courses/Certificate Courses for the students of Katwa College.
12. To arrange outreach programmes for the welfare of the society.

Aakash Hazra
Aakash Hazra
Chief Instructor
JKA INDIA WEST BENGAL



Principal 12/08/2019
Principal
Katwa College
Katwa, Purba Bardhaman



4. FUNDING

- 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 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 as they remain in their positions at their home institution, which will continue to pay their salaries.
- c. Some special cases admission in each course is applicable at reduced fees upto 50% as per decision of both the parties.
- d. Appropriate remuneration may be paid to parties engaged in carrying out services at the rates accepted by the parties.

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/Soft Skill Training Courses/Certificate 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, behavior 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, Playground, and Indoor 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.

Aakash Hazra
Chief Instructor
KJIA INDIA WEST BENGAL



Principal 12/08/2019
Katwa College
Katwa, Purba Bardhaman



CONFLICT RESOLUTION

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

WSG/KKZ
Signature of Principal

Aakash Hazra
Signature of Chief Instructor

12/08/2019
Principal
Katwa College **Witnesses**
Katwa, Purba Bardhaman

Aakash Hazra
Chief Instructor
JKA INDIA WEST BENGAL

12/08/2019
Name of the Witness **UTPAL DAS**
Designation *IBAC, coordinator*
Institution Name *Katwa College*

Sudipta Konev
Name of the Witness

Designation
Institution Name

Coordinator
IQAC
Katwa College



12.08.2019
Member of IQAC
Katwa College
Katwa, Purba Bardhaman