

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL



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Katwa College

St. Paul's Cathedral Mission College,

Kolkata

Katwa, Purba Bardhaman

MEMORANDUM OF UNDERSTANDING (MOU)

Between

Katwa College, Katwa, Purba Bardhaman, West Bengal, India

And

St Paul's Cathedral Mission College, Kolkata, West Bengal, India

This Agreement is made on 19/04/24 between Katwa College (hereinafter referred to as KC) situated at Katwa, Purba Bardhaman, Pin-713130, W.B, India represented by its Principal, Dr. Nirmalendu Sarkar as the first party and St Paul's Cathedral Mission College, (hereinafter referred to as SPCMC) Kolkata situated at 33/1, Raja Ram Mohan Roy Sarani, Kolkata 700009, represented by its Teacher in Charge, Professor Debasish Mondal, as the second party, and, both the institutions will together be referred to as the parties.



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PURPOSE

Whereas

Katwa College, hereafter referred to as **KC**, founded in 1948, is a co-educational college situated in Katwa, Purba Bardhaman. Affiliated to the University of Burdwan, it is aided by UGC and State government and accredited by NAAC, for the second cycle, where more than 7053 students pursue their B.A. B.SC. & B.Com. as well as two year B.Ed. courses. The college has its own campus at Katwa, Purba Bardhaman, West Bengal.

Whereas

St. Paul's Cathedral Mission College, hereafter referred to as **SPCMC**, founded in 1865 by the Church Missionary Society, is a Government recognized Christian Religious Minority Institution within the meaning of Article 30(1) of the Constitution of India & is run by Calcutta Diocesan Trust Association (CDTA). It is an undergraduate & post graduate co-educational college in Kolkata aided by UGC & State Government, accredited by NAAC for the Third cycle, where more than 1400 students pursue their BA/B.SC in Arts/ Humanities & Science & MA in English under the University of Calcutta.

KC is desirous to associate with **SPCMC** 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 above mentioned 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 **SPCMC** 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:



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- 1. Faculty exchange for scholarly pursuits.
- 2. Student Development Programmes for academic purpose.
- 3. Student Exchange for academic purpose.
- 4. Collaborations for Seminars/Webinars/Workshops.
- 5. Extension Activities with focus on education.
- 6. Joint Research Projects and Publications.
- 7. Collaboration in the area of Education and Teacher Training (Including Add-On- Courses).

8. Social action (community development) without any detriment to Christian minority rights and sentiments.

9. Sharing of Infrastructure for the purpose of Academic cause alone.

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 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 and research.



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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 programme.

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 without any further clarification.

d. The host institution agrees to provide workspace, library and laboratory facilities as appropriate for academic purpose.

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 renewed thereafter for another five (5) years subject to concurrence of both Institutions.

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 programme. 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 persons delegated to such end by each Institution. Either party may propose to the other a modification of the Agreement at anytime 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



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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.

Noakkan 19/04/2024 Signature of Principal

Katwa College Katwa, Purba Bardhaman

Principal KATWA COLLEGE

Signature of Teacher-in-Charge

St. Paul's Cathedral Mission College

Kolkata Teacher-in-charge St. Paul's Cathedral Mission College Kolkata

Witnesses

Subhajit Sanyal Name of the Witness SUBHAJIT SANYAL Designation Librarian

Institution Name:- Katwa College

Katwa, Purba Bardhaman.

MBRAPIAN Katwa College Central Library

Similador- 19/4/24 Name of the Witness DK. Sudipta Midday Designation Yice- Phincipal Institution Name:- St. Paul's Cathedral

Mission College, Kolkata Vice-Principal St. Paul's Cathedral Mission College Kolkata-700 009



