



Samir Kumar Saha  
Chairman  
Katwa Municipality

Principal  
Katwa College  
15/04/2023



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

98AA 381755

MEMORANDUM OF UNDERSTANDING  
(MoU)

Between

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

And

Katwa Municipality, Katwa, Purba Bardhaman, Pin-713130, West Bengal, India.

This Agreement is made on the 15.04.2023, 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 Katwa Municipality, (hereinafter referred to as KM) Katwa, Purba Bardhaman, Pin-713130, represented by its Chairman, Mr. Samir Kumar Saha, as the second party, and both the institutions will together be referred to as the parties.

## PURPOSE

### Whereas

- a. **Katwa College**, hereinafter referred to as **KC**, founded in 16.08.1948, 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

- a. **Katwa Municipality**, hereafter referred to as **KM**, founded in 01.04.1969 is a municipality governed according to the act of West Bengal Municipal Act. It provides the best Municipal Service to the citizens of this Municipal Area and committed as ever to achieve its mission.
- b. **KC** is desirous to associate with **KM** 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 **KM** 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. Dispatching and management of Solid wastes (Biodegradable and Non-Biodegradable) generated in college campus disposed off by the Municipality's logistics on a daily basis.
2. Overall college campus cleaning and beautification.
3. Bio-medical waste management.
4. Faculty development for scholarly pursuits.
5. Student Development Programmes.
6. Games & Sports, Social and cultural programmes.
7. Training and capacity building activities as well as internship activities.
8. Collaborations for Seminars/Webinars/Workshops.
9. Extension Activities with focus on education & environment.
10. Social action (community development).
11. Sharing of Infrastructure.
12. Sharing of Health Center facilities.



Savitri Kumar Saha

Chairman  
Katwa Municipality

Principal  
Katwa College  
15/04/2023

#### 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. AUTONOMY

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

#### 8. 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.

#### 9. 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.

#### 10. 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.

#### 11. AMENDMENTS



Soumitra Kumar Saha

Principal

15/04/2023  
Principal  
Katwa College

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.

*NSR Kar*  
Signature of the Principal  
**Principal** 15/04/2023  
**Katwa College**

*TSR*  
Signature of the Chairman  
15/4/23  
**Chairman**  
**Katwa Municipality**



**Witnesses**



*UTPAL DAS*  
Name of the Witness  
**UTPAL DAS**  
Designation  
**IBAC, Coordinator**  
Institution Name  
**Katwa College**

**Coordinator**  
**IQAC**  
**Katwa College**

*[Signature]*  
Name of the Witness

Designation  
Institution Name  
**Head Clerk**  
**Katwa Municipality**