

পশ্চিম্বঙ্গ पश्चिम बंगाल WEST BENGAL

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Memorandum of Understanding (MOU)

**Between** 

Asutosh College, 92, Shyama Prasad Mukherjee Rd, Kolkata - 700026, **West Bengal** 

and

Ramakrishna Mission Vidyamandira, P.O. Belur Math, Howrah-711202, West Bengal

This MOU is made and entered into force this  $\frac{15}{15}$  day of January 2024 between Asutosh College having its office at 92, Shyama Prasad Mukherjee Rd, Kolkata 700026, West Bengal, India (which expression shall include its successor and permitted assignees) of the other part

1.2 Ramakrishna Mission Vidyamandira (Hereinafter "RKMVM"), a Residential Autonomous UG / PG College having its office at P.O.

PRINCIPAL ASUTOSH COLLEGE 92, S. P. MUKHERJEE ROAD KOLKATA-700 026

Principal Ramakrishna Mission Vidyamandira (A Residential Autonomous College) Belur Math :: Howrah-711202



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# 2. PREAMBLE

- 2.1 Whereas ASUTOSH COLLEGE, a leading college in West Bengal is looking forward to a successful institute-institute liaison towards closer partnership.
- 2.2 Whereas RKMVM is desirous of collaborating with ASUTOSH COLLEGE as per the scope of work detailed in Annexure I to this Agreement.

Now therefore in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

## 3. SCOPE OF MOU

This agreement details the terms & conditions of financial arrangements, modalities of collaboration, provisions of Faculty Exchange for teaching and examination purpose, training the students, conducting relevant workshops, short-term internships, research-based seminar and publications and running short term certificate and diploma courses, collaborative research projects, Conducting lectures and organizing symposia, responsibilities and obligations of

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ASUTOSH COLLEGE and RKMVM pertaining to the activities mentioned hereabove and hereunder.

# 4. RESPONSIBILITIES OF ASUTOSH COLLEGE

4.1 After due correspondence and permission from and / or between the concerned bodies, the authority of ASUTOSH COLLEGE may agree to offer certificate and /or diploma courses in subjects related to various areas of education jointly with RKMVM.

However, the fees charged from the students to run the courses will be decided after mutual discussion between ASUTOSH COLLEGE and RKMVM.

ASUTOSH COLLEGE may charge fees for conducting assessment to be followed by certification.

Methods of assessment and structure plus content of the certification will be mutually decided by ASUTOSH COLLEGE and RKMVM.

4.2 After due correspondence and permission from and / or between ASUTOSH COLLEGE and RKMVM, the authority of ASUTOSH COLLEGE may make necessary arrangements for sending faculty-members to RKMVM for academic visits and may arrange for workshops, seminars, short term training etc.

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- at ASUTOSH COLLEGE campus or at any other place mutually decided by both the parties.
- Academic activities like joint organizations of workshops, seminars, organizing symposia etc. on mutually agreed upon subjects, mainly on value education, career counselling, outreach activities, may be taken up by ASUTOSH COLLEGE and RKMVM jointly, after due consultation, assessment and mutual consent.
- 4.4 ASUTOSH COLLEGE may involve in exchange of academic staff for teaching, learning with RKMVM, for the betterment of students' career, after due consultation, assessment and mutual consent.
- 4.5 ASUTOSH COLLEGE may involve in conducting collaborative research projects, jointly with RKMVM on mutually agreed areas after proper discussion and mutual consent.
- 4.6 ASUTOSH COLLEGE may involve in the exchange of academic information and materials with RKMVM after mutual discussion.
- 4.7 ASUTOSH COLLEGE will involve in promoting collaboration with RKMVM in the fields of mutual interest. ASUTOSH COLLEGE will promote other academic cooperation with RKMVM as mutually agreed.

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## 5. **RESPONSIBILITY OF RKMVM**

5.1 After due correspondence and permission from and / or between ASUTOSH COLLEGE and RKMVM, the authority of RKMVM may make necessary arrangements for providing certificates after conducting due assessment jointly with ASUTOSH COLLEGE for the certificate and / or diploma courses.

RKMVM may charge fees for conducting assessment to be followed by certification.

Methods of assessment and structure plus content of the certification will be mutually decided by ASUTOSH COLLEGE and RKMVM.

- 5.2 After due correspondence and permission from and / or between ASUTOSH COLLEGE and RKMVM, the authority of RKMVM may make necessary arrangements for sending faculty-members to ASUTOSH COLLEGE for academic visits and may arrange for workshops, seminars, short term training etc. at Vidyamandira college campus or at any other place mutually decided by both the parties.
- Academic activities like joint organizations of workshops, seminars, organizing symposia etc. on mutually agreed upon subjects, mainly on value education, career counselling, outreach activities, may be taken up by ASUTOSH COLLEGE

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- and RKMVM jointly, after due consultation, assessment and mutual consent.
- RKMVM may involve in conducting collaborative research projects, jointly with ASUTOSH COLLEGE on mutually agreed areas after proper discussion and mutual consent.
- RKMVM may involve in the exchange of academic information and materials with ASUTOSH COLLEGE after mutual discussion.
- RKMVM will involve in promoting collaboration with ASUTOSH COLLEGE in the fields of mutual interest. RKMVM will promote other academic cooperation with ASUTOSH COLLEGE as mutually agreed.

# **GENERAL PROVISIONS**

- The IPR that is generated in publication of books/periodicals shall be owned by ASUTOSH COLLEGE.
- 6.2 RKMVM shall have the right to license the IPR generated in the publication as mentioned in this MOU.

### 7. **FORCE MAJEURE:**

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Neither RKMVM nor ASUTOSH COLLEGE shall be held responsible for non-fulfillment of their respective obligations, under this agreement, due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquakes, Strikes, Lockouts, Epidemics, Riots, Civil Commotions etc. provided, on the occurrence and cessation of any such event RKMVM affected thereby, shall give a notice in writing to ASUTOSH COLLEGE within one month of such occurrence or cessation. If the force majeure continues beyond six months, the parties shall jointly decide about the future course of action.

# 8. TERMINATION OF AGREEMENT

This agreement may be terminated by either of the parties forthwith if either RKMVM or ASUTOSH COLLEGE commits breach of any of the terms hereof and shall have failed to rectify such breach within thirty days of the notice served on it by the other party i.e. either RKMVM or ASUTOSH COLLEGE, in correspondence; as the case may be.

In addition to the reasons for termination as set forth above, this agreement may be terminated forthwith if either of ASUTOSH COLLEGE and RKMVM voluntarily or involuntarily enters into official dilution, bankruptcy or similar recognizable

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proceedings or if, applications invoking such proceedings, have been filed.

## 9. **DURATION**

This 'Memorandum of understanding' shall remain valid for a period of 2 years only from the date of signing the MOU by the authorized signature of each party. After this 2 years' period, this MOU may be terminated or may be renewed after judging the-then situations.

Each party shall review the status of the MOU at least three months before the end of the two-year period to determine whether it wishes the MOU to continue and, if so, any modifications that might be necessary. The period of validity of this MOU only is extended by the mutual written consent of both parties.

#### 10. **SETTLEMENT**

Upon termination of the agreement:

All rights granted to and the obligations by ASUTOSH COLLEGE and RKMVM hereto, shall cease to exist forthwith, except the obligation of RKMVM to keep Collaborative activity in

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confidence, as per clause 5 above; accrued on or prior to the date of such termination, make written reports and keep records, files and books and the right of RKMVM to inspect the same.

# 11. NOTICES

All notices and other communications required to be served on RKMVM, under the terms of the agreement, shall be considered to be duly served, if the same shall have been delivered to, left with or posted by registered mail to RKMVM at its last known address of business. Similarly, any notice to be given to the ASUTOSH COLLEGE, shall be considered to be duly served if the same shall have been delivered to, left or posted by registered mail to the ASUTOSH COLLEGE at its registered address in Kolkata.

# 12. AMENDMENTS TO THE AGREEMENT

12.1 No amendment or modification of this MOU shall be valid unless the same is made in writing by both ASUTOSH COLLEGE and RKMVM or their authorized representatives and specifically stating, the same to be an amendment of this MOU. The modifications/changes shall be effective, from the date on which they are made/executed; unless otherwise agreed to. In

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Ramakrishna Mission Vidyamandira A Residential Autonomous College) Belor Hoth:: Howrah-711202 general, the MOU will be amended on yearly basis, IF AT ALL REQUIRED, on mutually agreed terms.

## 13. ASSIGNMENT OF THE AGREEMENT

The rights and/or liabilities to RKMVM to this MOU shall not be assigned except with the written consent of both ASUTOSH COLLEGE and RKMVM, subject to such terms and conditions; as may be mutually agreed upon, by both ASUTOSH COLLEGE and RKMVM.

### 14. ARBITRATION

14.1 Except as hereinbefore provided, all disputes arising out of or in connection with this MOU shall be referred to the sole arbitration of a person nominated by Director-General, CSIR and designated as the Arbitrator. The arbitrator's verdict shall be final and binding on both ASUTOSH COLLEGE and RKMVM. From time to time, with the consent of both ASUTOSH COLLEGE and RKMVM, the Arbitrator may enlarge the scope and time for making and publishing the verdict awarded.

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# SEAL OF PARTIES

This Agreement has been executed in two originals, one of these has been retained by ASUTOSH COLLEGE and the other has been retained by RKMVM.

In witness whereof the parties hereto have signed this agreement the day, month and year mentioned hereinbefore.

	For and on behalf of Asutosh College	
	Signature lang haby	
	Name SY. Manas Laby	
	Designation Princepal	:
	PRINCIPAL Seal ASUTOSH COLLEGE 92, S. P. MUKHERJEE ROAD	
	Witness (Name and address)	
	DEPARTMENT OF ENGLISH, ASUTOSH COLLEGE, KOLKATA - 700026	
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For and on behalf of Ramakrishna Mission
Vidyamandira
Signature <u>Feebou</u>
Name Swawi Mabaprajnananda
Designation Principal
Seal SWAMI MAHAPRAJNANANDA Principal
Ramakrishna Mission Vidyamandira Witness (Name and address nomous College)  LNA PAINT IN TOR , LIAC
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## **ANNEXURE - 1**

# The Objectives of this 'Memorandum of Understanding' are:

- 1. To set up cooperative and collaborative linkage for joint publications between ASUTOSH COLLEGE and RKMVM.
- 2. To exchange faculty members for teaching, learning, both online and offline, if possible.
- 3. To organize Lectures and seminars on value education, career counselling, outreach activities.
- 4. To conduct collaborative research projects.
- 5. To conduct lectures and organizing symposia.
- 6. To exchange of academic information and materials.
- 7. To promote collaboration in the fields of mutual interest

8. To promote other academic cooperation as mutually agreed.

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