



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AS 479702

MEMORANDUM OF UNDERSTANDING

Between

VIVEKANANDA COLLEGE, KOLKATA

AND

THE NEOTIA UNIVERSITY

This Memorandum of Understanding(MoU) is entered into at THE NEOTIA UNIVERSITY, Jhinger Pole, Diamond Harbour Rd, Sarisha, Jhinga, West Bengal – 743368, India on 26th of April, 2024 between VIVEKANANDA COLLEGE, KOLKATA and THE NEOTIA UNIVERSITY, West Bengal agree that it would be mutually beneficial for both the institutions for research collaboration and faculty improvement programmes and other academic activities. Further the areas of cooperation may include, subject to mutual consent, any desirable and feasible activities keeping in view the goals and objectives of each institution. Such interaction may include cooperation in a variety of joint academic and educational activities such as:

Richarda
Teacher-in-Charge
VIVEKANANDA COLLEGE
Diamond Harbour, Kolkata

REGISTRAR
THE NEOTIA UNIVERSITY (TMU)
WEST BENGAL - 743368

M. An

ক্রমিক নং.....1213..... তারিখ.....18/04/2024

মূল্য.....২০০.....

ক্রেতার নাম.....Registrar The Neotia University

সাক্ষর.....SariSha

ভেণ্ডার.....রাজশীনাথ দাস

ডায়মন্ডহারবার
কৌজদারি আদালত

DURATION

1. This MoU will come into effect on and from the date of signing and will remain in effect for a period of 5 years.
2. This MoU may be extended for a further period of 5 Years as may be agreed in writing by both the Parties.
3. Either party may terminate this MOU upon 30 calendar days' notice in writing.

In the event of Termination, both parties have to discharge their obligations.

EFFECT OF MEMORANDUM OF UNDERSTANDING

This MoU serves only as a record of the Parties intentions and understanding and does not constitute or create, and is not intended to constitute or create obligations under domestic or international law and will not give to any legal process in any court of law and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied and this MoU is not legally enforceable in any court of law in India and abroad. Specific programmes and events will be discussed separately and formalized under the broad terms of the MoU agreed between both the parties.

NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

INTELLECTUAL PROPERTY RIGHTS

Neither PARTY shall use the names or trademarks of the other PARTY in any advertising, publicity, or promotion of any programme without prior written consent, except for the particular use as contemplated in this Memorandum of Understanding.

AMENDMENT

Richard
Teacher in Charge
WYERANANDA COLLEGE
WEST BENGAL

N/A
REGISTRAR
THE NEOTIA UNIVERSITY (TMU)
WEST BENGAL - 743368

This MoU may be amended or supplemented in writing subject to the mutual consent of the Parties.

ASSIGNMENT

Unless otherwise agreed in writing, all Parties shall not transfer or assign all or any of their rights, obligations or benefit hereunder to any third party.

INDEMNITY

Each Party remains liable for all risks of personal injury and property damage caused by the negligent acts or omissions of that Party but subject to and reserving all applicable immunities granted by law or constitution to any Party. This clause is solely for the benefit of the parties to this MoU and is not intended to create any rights in any third party.

Each Party shall be deemed to be an independent party and shall not be liable for acts of the other, nor shall they be liable for the acts of any other participants.

Each Party shall be indemnified for the any act, omission or commission of the other Party, which may affect any other person, institution or organization or the Party likely to be affected

FORCE MAJEURE

Neither Party shall be considered in default of the performance of its obligations under this MOU if the performance is prevented or delayed by events beyond the reasonable control of the Party concerned, including, but, not limited to acts of God, acts of terrorism, fires, strikes, lockouts or labor disputes, wars, riots, earthquakes, storms, typhoons, tsunamis, civil commotion, sabotage or floods; provided however, that there must be a direct causal relation between such prevention or delay and the event or events invoked and that, further, the Party invoking such event or events must take all action necessary and reasonable under the circumstances to mitigate or remove the cause or causes of such interruption or delay and to proceed to perform its obligations hereunder.

DISPUTE SETTLEMENT

NR Chandra
Teacher-in-Charge
VIVEKANANDA COLLEGE
Thakurpukur, Kolkata

N/om
REGISTRAR
THE NEOTIA UNIVERSITY (TMU)
WEST BENGAL - 743368

The parties undertake to resolve any disputes arising under or in connection with his MoU amicably by mutual agreement. In case of exigencies, the heads of the organizations may jointly discuss and sort out any disputes, controversies or differences, which shall be binding on both the parties hereto.

The following authorized individuals have signed the present MoU on behalf of their respective institutions:

Rehazda
26/04/24

Teacher-in-Charge
VIVEKANANDA COLLEGE
Thakurpukur, Kolkata

Teacher-in-Charge (Vivekananda College)

M. An
26/04/2024
REGISTRAR
THE NEOTIA UNIVERSITY (TMU)
WEST BENGAL - 743368

Witness *Alama Thakur*

Dr. Alama Thakur
Associate Professor
Department of Economics
Vivekananda College

Chandra Mukherjee
26/4/24
Dr. Chandra Mukherjee
HoD, Basic Science Department
School Of Science and Technology
The Neotia University

Witness *Rishi*

DR. RAJARSHI MITRA
Associate Professor
Department of Environmental Science
Vivekananda College, Kolkata-700063



Chakraborty
26/04/2024

Dr. Manashi Chakraborty
Assistant Professor
Department of Chemistry
The Neotia University

