

পশ্চিমবজ্গ पश्चिम बंगाल WEST BENGAL

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MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

NABA BALLYGUNGE MAHAVIDYALAYA 27E, Bose Pukur Road, Kasba, Kolkata-700042, West Bengal, India AND VIVEKANANDA COLLEGE 269, Diamond Harbour Road, Thakurpukur, Kolkata 700063

This Memorandum of Understanding is hereby solemnized on <u>03.05.2023</u> Between Naba Ballygunge Mahabidyalaya and Vivekananda College for mutual cooperation fostering collaborative academic growth, program development and research. This document establishes the guiding terms and principles of collaboration between the two Institutions.

I. LEGAL FRAMEWORKS OF THE TWO INSTITUTIONS

Naba Ballygunge Mahavidyalaya, 27E, Bosepukur Road, Kolkata-700042, West Bengal, India, represented by its Principal, Dr. Ayantika Ghosh, hereinafter referred to as the FIRST PARTY (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor in Office, representatives, administrators, and assigns) and Vivekananda College, established in 1950, represented by its Principal, Dr. Tapan Kumar Poddar, is hereby referred to as SECOND PARTY



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B. C. LAHIRI (Advocate) ALIPORE JUDGES COURT KOLKATA-700 027

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(which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor in Office, representatives, administrators, and assigns). Both these Institutions will be hereafter referred to as Parties.

II. PURPOSE OF THE AGREEMENT

Both the Parties are pleased to enter upon an agreement to establish ties of academic cooperation in order to contribute to the achievement of their overall goals as Institutions through the following but not limited to activities:

- i. Joint teaching and research projects
- ii. Collaboration in the area of academic publications
- iii. Visit, training and exchange of faculty and students
- iv. Joint sharing of Laboratory and Library facilities
- v. Co-hosting and participation in National/ International conferences, seminars/ webinars, symposia and workshops including student seminars and/or paper presentations
- vi. Any other activity that is mutually agreed upon and is beneficial to both.

III. EXECUTION OF AGREEMENT

The specific activities to be carried out under this agreement will be stated in corresponding specific sub-agreements. Such specific sub-agreements, once approved by both Parties, will be attached as annexes to this agreement.

The specific sub-agreements between both Parties will specify their objectives, conditions and ways of execution, financial support, period the sub-agreement will be in effect, and administrative responsibility within each Institution.

IV. TERMS AND EXPIRATION OF THE AGREEMENT

It is understood that this agreement will come into effect after being signed by both Parties and will be established for a period of 5 (five) years. After these five years it will be automatically affect the terms of activities ongoing at the time of notification of amendment, termination or expiration, unless otherwise agreed upon between the Parties.

Any additions, changes, deletions to this document must be approved by the representatives of both Parties. All notices shall be in writing and shall be directed to these representatives.

Any of the two Parties can choose to terminate the linkage at any time with a prior written notice of 6 (six) months.

V. NON-EXCLUSIVITY

This agreement is a non-exclusive agreement, and both Parties remain free to enter into similar agreements with third parties.

VI. SPECIAL PROVISIONS

- 1. Each Party will take approval from the other Party in writing prior to using the latter's name and logo for the activities hereunder on a case-by-case basis.
- 2. All parties hereto shall do their utmost to ensure the smooth and efficient implementation of the programs.









- 3. The parties will consult with each other for any subsequent associated agreement informally and attempt to resolve disputes or misunderstandings that may arise in the administration of this MOU or any subsequent associated agreement informally.
- 4. Neither party can misuse this MOU by involving the name of the other without the written consent letter from the other party.
- 5. There will be no financial involvement by either of the Party.
- 6. This collaboration will respect Intellectual Property Rights and any intellectual matterdeveloped by the collaborative efforts of the two Parties shall be retained by them.
- 7. All collaborative activities shall be guided, directed and impelled by the greater academic interest of both the Parties, and not by any other/commercial interest.

VII. DISPUTES

No legal relationship between the two Institutions is implied through this linkage.

If any dispute arise in respect of the MOU, in that case both the Institutions will discussand settle the matter amicably.

This document of understanding shall uphold the ethos of holistic and integrated academic excellence and growth followed by all higher education Institutions of the country, and shall not in any way impede or affect each of the participatory institution's individuality and distinctiveness, by any way whatsoever.

Principal/Pcacher in Charge Vivekananda College PRINCIPAL Vivekanande College Thekuroukur, Kol-63

WITNESSES:

1.

2.

James Jame Roy.

Co-ordinator, I.Q.A.C. Naba Ballygunge Mahavidyalaya

03.05.2023

Principal Naba Ballygunge Mahavidyalaya

Principal Naba Ballygunge Mahavidyalaya 27E, Bosepukur Road Kolkata-700 042

