



पश्चिम बंगाल WEST BENGAL

79AB 407762



Memorandum of Understanding between

Barasat Government College, Barasat, Kolkata-700124,

Govt. of West Bengal

and

Bidhannagar College, EB-2, Sector 1, Salt Lake, Kolkata- 700064,

Govt. of West Bengal

Shankar
Dr. Ramar Chattopadhyay
West Bengal Senior Education Service
Principal, Barasat Govt. College,
Government of West Bengal

The **Memorandum of Understanding** (hereinafter called the MoU) is entered into

on this the **19th** Day of **May** (Two Thousand Twenty three (2023))

By and Between

BARASAT GOVERNMENT COLLEGE, BARASAT, The First Party represented herein by its Principal as Representative and Competent Authority (hereinafter referred as "First Party", the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors –in office, administrators and assigns).

Shankar
19.05.2023
Principal
Bidhannagar College
Salt Lake, Sec-1, Kolkata-700064



BIDHANNAGAR COLLEGE, KOLKATA, The Second Party, and represented herein by the Principal, as Representative and Competent Authority, (hereinafter represented as "Second Party", the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors –in office, administrators and assigns)

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') WHEREAS

A) **THE FIRST PARTY is a Government Higher Educational Institution Named:**

i) **BARASAT GOVERNMENT COLLEGE, 10, K.N.C Road, BARASAT, North 24 Parganas, Pin-700124.**

B) The First Party and Second Party believe that collaboration and cooperation between themselves will promote more effective use of each other's resources, and provide each of them with enhanced opportunities.

C) The parties intend to cooperate and focus their efforts in cooperation within the area of Higher Education, Research and Development, provide opportunity for global experience, and to facilitate advancement of knowledge on the basis of reciprocity, best effort, mutual benefit, and frequent interactions.

D) Both Parties being legal entities in themselves desire to sign this MoU for advancing their mutual interests.

E) **BIDHANNAGAR COLLEGE, EB-2, Sector 1, Salt Lake, Kolkata – 700064, the Second Party** is a Government Higher educational Institute of West Bengal under the aegis of the Department Higher Education, Government of West Bengal and is engaged in imparting higher education by running undergraduate Honours programs and postgraduate programs in various science and arts streams at present with rights, possibility and extension thereafter.

E) The Second Party presently functions from its own campus at Sector 1, Salt Lake, Kolkata, West Bengal and will continue to do so until further order from the Department of Higher Education, Government of West Bengal. It has no other branch, wing subsidiaries or extensions existing at present.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISE SET FORTH IN THIS MoU, THE PARTIES HERETO AGREE AS FOLLOWS:

Clause-I

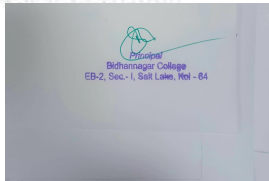
COOPERATION

1.1 Both the Parties are united by common interest and objectives, and they shall establish



Dr. Samar Chattopadhyay
West Bengal Safer Education Service
PRINCIPAL, Barasat Govt College,
Government of West Bengal
19/05/23

Principal
Bidhannagar College,
Salt Lake, Kolkata
19.05.2023



channels of communication and cooperation that will promote and advance, to the best efforts and as far as practicable

- a) Joint research projects/publications to be pursued.
- b) Science and Humanities departments to exchange students for the internship programmes included under NEP. Faculty/Research guides to be shared for the 4th year research project paper for all common departments, as and when necessary.
- c) Faculty and student exchange based on reciprocity; eg. collaborative NSS programmes; collaborative gender sensitisation programmes to be organised.
- d) Team taught courses (including online courses). For example 2nd Party to offer the 1st Party (BGC) the ongoing Communicative English course of the 2nd Party (BNC).
- e) Joint organisation of short-term continuing educational programmes on topics of mutual interest and to invite each other's faculties to participate therein.
- f) Collaborative seminars/workshops/conferences/academic enrichment programmes on topics of mutual interest and to invite each other's faculty and students to participate therein.
- g) Faculties of Parties 1&2 to be involved in Classes at each other's institutions for specific modules and in departments where the need has been ascertained by the institutional heads. These classes will be conducted in the Compact Module system where continuous classes will be scheduled in an arrangement for one or two weeks as per the requirements of the syllabus and the students.
- h) The list provided above is not exhaustive and that other items or elements, not specifically mentioned, may also be included.

1.2 Both the Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

1.3 The First Party and Second Party must respect each other's intellectual property and in case of disputes, if any, relating to any aspects of academic cooperation, The Heads of both Colleges will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.

1.4 Both the Parties mutually agree not to include any financial transaction during the execution of this MoU.

1.5 Neither Party shall be held responsible for non-fulfilment of their respective obligation under this MoU due to circumstances beyond their control but not limited to pandemic, war, flood etc. If such a condition continues beyond six months, the parties shall then mutually decide about the future course of action.



Dr. Saruar Chatteropadhyay,
West Bengal Sector Education Service
Principal, Bidhanagar College,
Government of West Bengal

S. Chatteropadhyay
19/05/23

Principals
19.05.2023

Bidhanagar Coll.,
Salt Lake, KOL-64



1.6 Nothing in this MoU shall be construed to make either party a partner, an agent or a legal representative of the other for any purpose. Now onwards both the parties may mention the name and LOGO of the other in their documents as "COLLABORATOR" for purpose as may be required, subject to communication by the user to the other party in writing beforehand.

1.7 This MoU unless terminated by mutual written agreement will continue for 5 years after the effective date specified in the opening paragraph and can be renewed through mutual interest. Either Party shall have the right to unilaterally terminate this MoU upon a ninety days prior written notice to the other party.

1.8 The scope of this MoU is not restricted or limited to the list of items specifically mentioned above. Further areas of collaboration can be expanded in the future according to needs as they arise, as the above list is not exhaustive.



Agreed:

For

For

Abhijit De 19/05/2023
Barasat Government College,
10, K.N.C. Road, Barasat,

Bidhannagar College,
EB-2, Sector 1, Salt Lake

Anareesh Mandal
19.05.2023
Coordinator
IQAC
Bidhannagar College
Kolkata-700064

North 24 Parganas, Pin-700124
Associate Professor in Physics
Coordinator, IQAC
Barasat Govt. College
Government of West Bengal



Authorized Signatory

A. Chatterjee
19/05/23

Barasat Government College,
10, K.N.C. Road, Barasat
North 24 Parganas, Pin-700124
Ph: 9733788309
E-mail: principal@bgc.ac.in

Authorized Signatory

Dr. Saurabh Chakraborty
19.05.2023

Bidhannagar College,
EB-2, Sector 1, Salt Lake,
Kolkata-700064
Ph: (033)23374761
E-mail:

Principal
Bidhannagar College
Kolkata-64
Bidhannagar College
Kolkata-64
Principal

info.bidhannagarcollege@gmail.com

Website: www.bgc.ac.in

Dr. Samar Chattopadhyay
West Bengal Senior Education Service
PRINCIPAL, Barasat Govt. College,
Government of West Bengal

Website: www.bidhannagarcollege.org

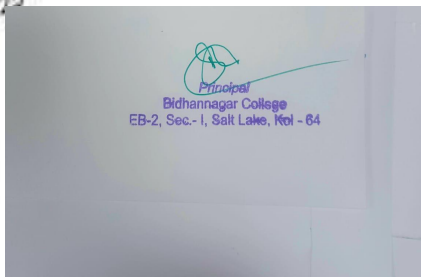
Witness-1

Witness-2

Sudhendu Biswas
19.05.2023

HEAD
DEPTT. OF HISTORY, W.B.E.S
BARASAT GOVT. COLLEGE

Associate Professor
Dept. of History
Barasat Govt. College
Barasat, N-24 Parganas



Dr. S. Ghosh
19.05.2023
West Bengal Educational Service
Associate Professor
Govt. of West Bengal

26/28/7/22

भारतीय गैर न्यायिक

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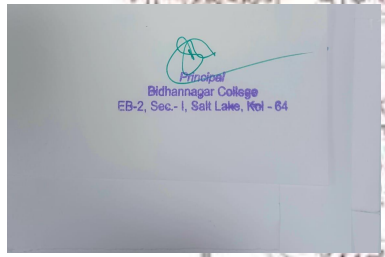
Rs.10



INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

73AB 680176



Memorandum of Understanding

This Memorandum of Understanding (hereinafter called as "MOU") is made and executed at 28th day of July 2022 by and between;

Bidhannagar College, acting through its Authorized Signatory **Mr. Dr Saurabh Chakraborti** (hereinafter referred to as 'The Company', which expression unless repugnant to the context or subject shall mean and include its successors, representatives, assigns, administrators and executors) of the party of **FIRST PART**.

AND

M/s. Redivivus Recyclers Private Limited, a company incorporated under the provisions of Companies Act, 1956 having its registered office at 11, Allenby Road, Kolkata 700020 acting through its Authorized Signatory **Mr. Pranav Goel** duly Authorized by the board (hereinafter referred to as 'Vital Waste', which expression unless repugnant to the context or subject shall mean and include its successors, representatives, assigns, administrators and executors) of the party of **SECOND PART**.

[Handwritten signature in blue ink]

Pranav Goel
28/7/2022

28 JUL 2022

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20 JUN 2022

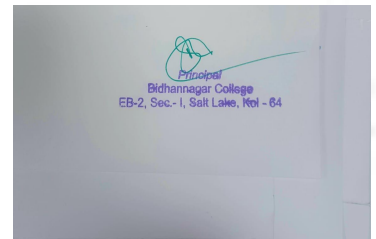
SL. No. 1976 Date

Name B. C. LAHIRI, Advocate
Alipore Judge Court
Kolkata-700 027

Address

Vendor Sig.  

TAPAN KUMAR DAS
Alipore Police Court
KOLKATA-700027



expressions "The Company" and "Vital Waste" are hereinafter collectively referred to the 'Parties' and individually as the 'Party'.

WHEREAS

- A. **'The Company'** is an undergraduate college affiliated with the West Bengal State University in Barasat, North 24 Parganas, West Bengal.
- B. **Vital Waste** is engaged in providing Recycling and Waste Management services for dry recyclables such as Paper, Cardboard, Plastic, Metal and E-waste in India.
- C. **Vital Waste** approached **The Company** to provide recycling and allied waste management services for its premises in Kolkata and **The Company** agreed to appoint Vital Waste for providing the aforementioned services on the following terms and conditions as set herein.

NOW THE PARTIES MENTIONED HEREIN HAVE WITNESSED AND HEREBY DECLARE, UNDERTAKE AND AGREE AS UNDER:

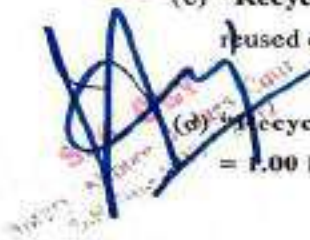
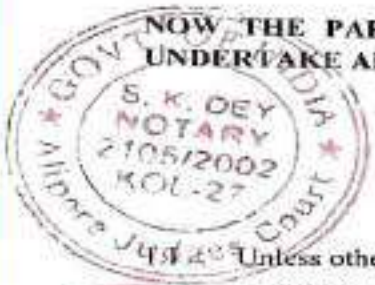
ARTICLE-1
DEFINITIONS

Unless otherwise clearly required by the context, the following terms shall have the respective meanings as defined below:

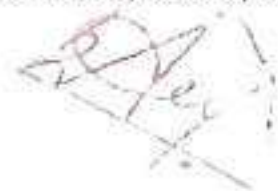
- (a) **"Collection Staff"** shall mean employees/staff of Vital Waste responsible for packaging and collection of Recyclables.
- (b) **"Main Storage Location"** shall mean storage location where all the Dry Recyclables will be stored for collection and this location should be accessible to collection vehicle of Vital Waste.
- (c) **"Recyclables"** means any type of dry waste (Non Hazardous) which is not contaminated and can be reused or recycled into a new product.
- (d) **"Recycle Points"** means points awarded by Vital Waste for per kg of Recyclables. **1 Recycle Point = 1.00 INR.**

Beonar Ghosh

20 JUL 2022



(c) "Collection Site" shall be at Bidhannagar College, EB-2, Sector 1, Salt Lake, Kolkata, West Bengal
700064



ARTICLE-2
APPOINTMENT OF VITAL WASTE

- 2.1 **The Company** hereby has appointed Vital Waste to provide the recycling and allied waste management services for its **Collection Site**.
- 2.2 **Vital Waste** will collect the dry recyclables from the premises of **The Company** as per the terms and conditions mentioned in this MOU.
- 2.3 **Whoever** shall provide waste, will get E-certificate for recycling the waste.



ARTICLE-3
RECYCLING PROGRAMME

- 3.1 **The Company** will collect the entire waste in main storage location within the premises.
- 3.2 After collection of minimum quantity of 500 kg waste, the representative of **The Company** shall provide an intimation to **Vital Waste** to collect waste and to initiate the recycling Program.
- 3.3 **Vital Waste** will carry out collection activity.
- 3.5 Collection Staff of **Vital Waste** will collect the Recyclables from the premises of **The Company** after getting the collection requirement from the office of **The Company** on next day or within 3 working days from the receipt of collection request from the office of **The Company**.
- 3.6 Collections are to be performed on working days i.e. Monday to Saturday of every week between 10.00 am to 7.00 pm except public holidays.
- 3.7 In case the office of **The Company** is located in high rise building, the housekeeping staff of **The Company** will bring the Recyclables to such location which is accessible to Collection Staff of **Vital Waste** or assist the Collection Staff of **Vital Waste** for collections of Recyclables.
- 3.8 Collection Staff of **Vital Waste** will be equipped with the weighing machines to perform the measurement of Recyclables in the presence of the representative of **The Company**.
- 3.9 Collection summary will be emailed to **The Company** upon collection.
- 3.10 If the average collection quantity in five (5) consecutive collection cycle is less than fifty (50kg) then **Vital Waste** has all the rights to discontinue the Recycling Program.



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Biswan Ghosh

28 JUL 2022

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ARTICLE-4

EARNING & RECYCLE POINTS

- 4.1 All Recyclables so collected under the Recycling Program from **The Company** shall be divided into various Categories in accordance with the 'Exchange Point Card' as is provided in ANNEXURE 2.
- 4.2 **Vital Waste** shall determine category-wise quantity of Recyclables collected from **The Company**. Such figures of the quantity of each category of Recyclables so collected from **The Company** shall be represented in the collection summary.

ARTICLE-5

REDEMPTION

- 5.1 Rates quoted in Exchange Point Card (Annexure 2) are appropriate to the particular recyclable product at the time of quoting.
- 5.2 *All payments of recycle and hazardous waste will be netted at the time of collection.*
- 5.3 *All netted points, in case positive, will be paid in the same financial year (April to March) and in case negative, it shall be carried forward to the next financial year.*

ARTICLE-6

MISCELLANEOUS

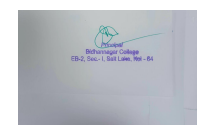
- 6.1 This MOU, its existence and all information exchanged between the Parties under this MOU shall not be disclosed to any Person by any Party. Each Party shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any Confidential Information of the other Party. Disclosure of such information shall be restricted solely to employees, agents, consultants and representatives who have been advised of their obligation with respect to Confidential Information. The obligations of confidentiality do not extend to information which:

- (a) is disclosed to employees, legal advisers, auditors and other consultants of a Party provided such persons have entered into confidentiality obligations similar to those set forth herein; or
- (b) is disclosed with the consent of the Party who supplied the information; or
- (c) is, at the date this MOU is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information; or
- (d) is required to be disclosed pursuant to applicable law or is appropriate in connection with any necessary or desirable intimation to the Government of India; or
- (e) is generally and publicly available, other than as a result of breach of confidentiality by the Person receiving the information.



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Biswar Buet



28 JUL 2022

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The Parties acknowledge and agree that this MOU is effective as of date of execution of this MOU and shall be valid from the effective Date until terminated by any of the party by giving 30 days written notice to other party.

6.3 Any notice required or permitted to be given hereunder shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the other Party; (ii) if sent by prepaid courier service, airmail or registered mail, within five (5) days of being sent; or (iii) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender. Any notice required or permitted to be given hereunder shall be addressed to the address as given in the title to this Agreement.

6.4 The parties hereto agree that, in the event that either of them suffers any harm of any description whatsoever, including losses, costs, damages, advocates or other consultant's fees and expenses or other expenses of any nature whatsoever, resulting from any inaccuracy in any of the respective representations and warranties of the either party, as set forth in this MOU, the party hereto whose representation and warranty is false or inaccurate shall immediately and fully, protect, hold harmless, and indemnify the other party hereto. The indemnification contained in this Article shall not in any way relieve either party hereto from any indemnification provided to any of the other party hereto pursuant to any other agreement between such parties.

6.5 This MOU shall be governed and interpreted by, and construed in accordance with the laws of India. Courts at Kolkata shall have jurisdiction to decide all matters arising out of this agreement and/or directly / impliedly concerning this MOU.

6.6 That at all times during the currency of this MOU as the case may be, the Parties shall use their best efforts to resolve by mutual agreement any dispute or difference arising between the Parties as to their respective rights, duties and obligations there under or as to any matter arising out of or in connection with the subject matter of this MOU or as to the meaning or construction of thereof ("Dispute"). If the Parties are unable to resolve any Dispute by negotiation within 30 days, either Party may propose to the other in writing that the Dispute should be referred to a sole arbitrator appointed by mutual consent of both the Parties for adjudication of such dispute. If the Parties are unable to agree on a sole arbitrator within fifteen (15) days of the proposal in writing by any Party to refer the Dispute for adjudication by arbitration, each Party shall name and appoint one arbitrator of its choice within thirty (30) days thereafter. The two arbitrators so appointed shall by mutual consent appoint a third arbitrator within fifteen (15) days thereafter, who shall act as the presiding arbitrator. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The language of arbitration shall be English and the venue of arbitration shall be Kolkata. The decision of the arbitrator / arbitral tribunal shall be final and binding on the Parties.


Beonar Ghosh



28 JUL 2022



Nothing contained in this clause shall prevent the Parties from approaching a court of competent jurisdiction to obtain an interim injunctive relief, irrespective of whether the subject matter of dispute is under negotiation or pending arbitration.

6.8 Nothing contained in this MOU shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party.

6.9 This MOU may be executed in two counterparts, both of which taken together shall constitute one and the same agreement, and either Party may enter into this MOU by executing a counterpart.

6.10 No waiver of any breach of any provision of this MOU shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

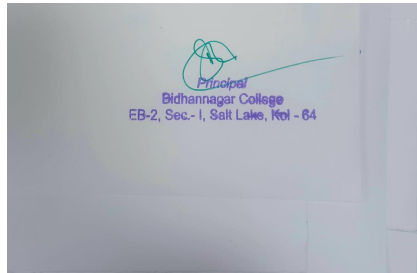
6.11 If any provision of this MOU is invalid, unenforceable or prohibited by law, this MOU shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this MOU shall be valid, binding and of like effect as though such provision was not included herein.

IN WITNESS WHEREOF the Parties hereto have executed this MOU on the day and year first herein above written.

Signed and delivered for and on behalf of:
Bidhannagar College



28-07-22

Name: Saurabh Chakraborti
Title: Principal
Principal
Bidhannagar College, Salt Lake



Signed and delivered for and on behalf of:

M/s Redivivus Recyclers Private Limited

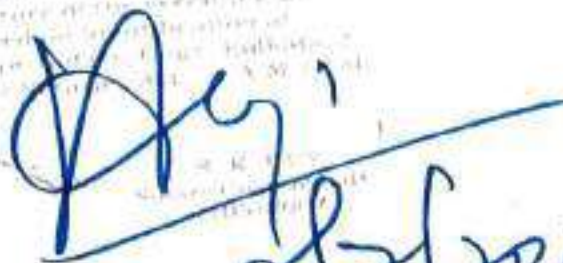
 REDIVIVUS RECYCLERS PVT. LTD.

Name: Pranav Goel
Title: Director
28-7-22

Director

IDENTIFIED BY ME

Notary


28/7/2023

28 JUL 2022



**ANNEXURE -2
EXCHANGE POINT CARD**

QUOTATION		
LOCATION	PARTICULARS	RECYCLE POINT/KG
KOLKATA	1. PAPER	7
	2. LOW GRADED PAPER	1
	3. PLASTIC – PET	2
	4. PLASTIC – HDPE & Others	3
	5. METAL	4
	6. COPPER	88
	7. TUBE LIGHT AND MISLENIOUS ITEM	(-15)
	8. HAZARDOUS WASTE	(-75)
	9. MIXED IT SCRAP LOT	28
	10. MIXED ELECTRICALS	42
	11. UPS BATTERY	75
	12. INDUSTRIAL BATTERY	85
	13. COPPER CABLES	185
	14. ALUMINIUM CABLES	58
	15. AIR CONDITIONERS	55
	16. CABLES	12
	17. MOTORS(AC/DC)	68
	18. MISCELLANEOUS CONSUMER ITEMS	12

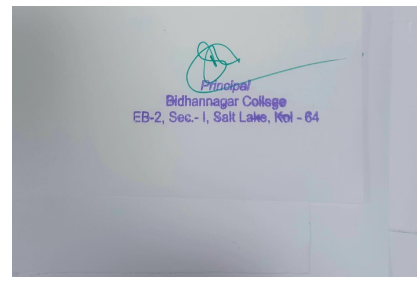


Biswas Braak

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28 JUL 2022

<COMPANY LETTER HEAD>

To

Whomsoever Concerned

DT:

SUB: Dry Recyclables for recycling.

Please allow the recyclables from M/s <COMPANY_NAME> to be sent to M/s Redivivus Recyclers Private Ltd.54/7B, D.C Dey Road, Kolkata – 700015 for the purpose of recycling.

Total Weight: _____

Value (Inclusive of Taxes): Rs. _____



Regards

(SIGN & STAMP)

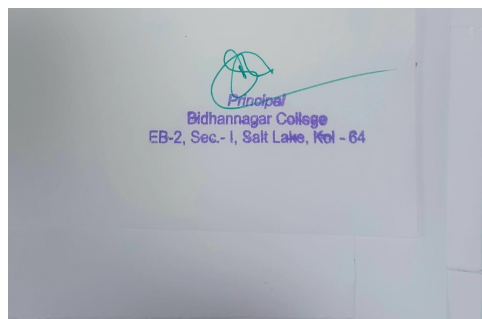
<COMPANY_NAME>



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28 JUL 2022

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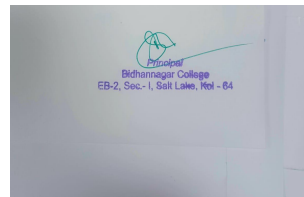




28 JUL 2022



28 JUL 2022



THE 28th DAY OF July 2022


PAPER WRITING 'A'
&
**THE RELATIVE NOTARIAL
CERTIFICATE**

SANDIP KUMAR DEY

ADVOCATE & NOTARY
Govt. of India

Regn. No. 2105/2002
Alipore Judges' Court
Dist. South 24-Paragans
Kolkata - 700 027

Professional Address
128/17B, Hazra Road
2nd Floor
Kolkata - 700 026



Principal
Bidhannagar College
EB-2, Sec.-1, Salt Lake, Kol - 64



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

65AB 996802

**Memorandum of Understanding for opening
Learner Support Centre / Study Centre for Post-Graduate
Programme(Zoology)of Netaji Subhas Open University**

In terms of Netaji Subhas Open University First Statutes (Revised), 2014 No. 8(4) and No. 24(5) and in tune with the UGC (ODL programmes & Online Programmes) Regulations, 2020, this Memorandum of Understanding (MOU) is being signed between the University and the host Institution where the Learner Support Centre (LSC)/ Study Centre is housed.

In full appreciation of the aims and objectives of the University as well as its operational principles, the undersigned as the Head of

(Name of the Institution) **Bidhannagar College**
affiliated to **West Bengal State University**
Located at the address : **EB-2, Salt lake City; Kolkata - 700064**
West Bengal

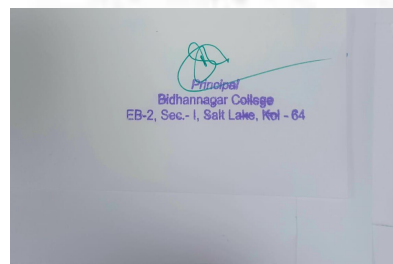
puts on record the consent of the authorities of the Institution to house a Learner Support Centre(LSCs)/Study Centre (herein after the Centre) of the Netaji Subhas Open University (herein after the University or NSOU as it is commonly known) under the following terms and conditions:

— 207 25/7/2022
Sl. No.....Date.....Rs. 10/-

Name..... N. S. O. Y.....

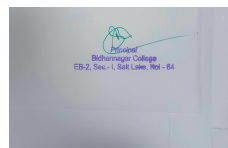
Address..... DD-26, Salt Lake, Sec-I
Stamp Vender Alipure Judge's Court, Kol-27 Vol-64
GOPAL DEY

————— Gopal Deo



- i) to make available for the said purpose necessary infrastructure such as two rooms each of size at least 600 sq ft. and provide services for efficient running of the Centre, including receiving of study materials from the University and distribution of the same to individual student;
- ii) To provide the class rooms/ seminar room as per requirements of the teaching-learning processes.
- iii) to comply with the Rules and Regulations, which are already in force and/ or which to be introduced by the University &/or the UGC-Distance Education Bureau (DEB) &/or other statutory body(ies) as may be applicable, in respect of LSCs / Study Centres from time to time;
- iv) to run the Post Graduate LSCs / Study Centres offering Arts, Commerce & Mathematics only out of the share amount received from the University in this regard as per the norms of the University which are in force and which may be promulgated from time to time.
- v) to maintain complete records of:-
 - (a) all expenses including those incurred out of the amount received by the LSC/ Study Centre,
 - (b) student enrolment, renewal and assessment in different subjects,
 - (c) academic and supportive staff working at the LSC/ Study Centre and
 - (d) all programmes of the LSC/ Study Centre;
- vi) to conduct examinations as and when required, in consonance with the schedule announced by the University;
- vii) to send regular reports to Director, Study Centres and/or other concerned officers of the University regarding the activities, needs and progress of the LSC/ Study Centre and to allow visiting teams consisting of University authorities and/ or any person who may be authorized by the University for monitoring purposes.
- viii) All teachers (including SACT-I) of LSCs have to participate in any academic activities as and when instructed by the University.
- ix) To engage coordinator along with other supporting staff following the G.B. (of the College/HEI concerned) resolution under intimation to the Director, Study Centres, NSOU.
- x) It would be the responsibility of all academic counsellors attached to the LSC/ Study Centre to participate in the teaching-learning and evaluation process of NSOU viz., Personal Contact Programme (PCP) and evaluation of answer papers of the Term-End and Assignment Examinations as may be assigned to them from time to time by the concerned authority of the college/ LSC/ Study Centre and/or NSOU.
- xi) LSCs/Study Centres will have to conduct laboratory based activities /field work/dissertation/hands on training (as would be applicable) for the enrolled learners of the University as and when instructed by the University.
- xii) The Principal/Teacher-in-Charge/Officer-in-Charge and Coordinator shall abide by the provisions of the relevant sections of NSOU Statutes /Law/Regulations and other directions which may be relevant for the purpose of the smooth running of the LSCs / Study Centres.



- xiii) LSCs / Study Centres shall create a TAB in the college Website for NSOU to give all information relating to the University. All the notices and schedules relating to Admission, Renewal, Personal Contact Programme, Examinations etc will be uploaded on the relevant link (TAB) of the college website.
- xiv) The Learner Support Centre/ Study Centre will put a notice board and signboard depicting the University name and logo at a distinct place in the college premises in order to make the same visible.
- xv) It shall be the responsibility of the LSC/ Study Centres to submit the Audit Report of the grants received by them by 31st May each year.
- xvi) Programme Offered : Vide Annexure (the programmes offered by the university to the LSC/Study Centre are provided in the annexure herein and shall be treated as the part and parcel of this agreement).
- xvii) The LSCs/study centre will organize Induction Meeting before the commencement of each academic session with newly admitted students. University officials (faculties/officer) may participate in the programme whenever necessary on invitation.
- xviii) The LSCs/ study centre should strictly follow the normal working hours which are as follows:
- Saturday (2pm to 5pm); Sunday (10.30am to 5.30pm)
- xix) The college/Higher Education Institution will not open more than two LSCs of two different Universities including NSOU. And it shall be the duty of the college to inform the NSOU if and when the second LSC is opened and put to function.
- xx) Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, alteration, variation and repeal in laws or regulations that are in force, national strikes, fire, explosion, generalized lack of availability of raw materials or energy; provided that the parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic which is ongoing as of the date of the execution of this agreement.

For the avoidance of doubt, Force Majeure shall not include:-

- (a) financial distress nor the inability of either party to make a profit or avoid a financial loss,
- (b) changes in the market prices or conditions, or
- (c) a party's financial inability to perform its obligations here

This Force Majeure Clause applies for parties entering into the in the midst of the ongoing Covid-19 pandemic, and with restrictions imposed by the appropriate government which want to ensure that current existing circumstances at the time of execution of this agreement and/ or MOU are not considered Force Majeure events.

- xxi) In case of any litigation the High Court of Calcutta, should be the authority.





- xxii) The Clauses on Termination of this instant agreement shall be made on mutually agreed conditions subject to the protection of learners' interest and without causing any prejudice to them who are already enrolled.
- xxiii) This MOU is subject to further revision, if any, when the Regulations of the University comes into force

This MOU comes into effect on the 27th day of December 2022 and this is in continuation of the previous MOU(s)



Signed on behalf of the University

Place: Kolkata

Date: 27.12.2022

(Official Seal)
Director, Study Centres
Netaji Subhas Open University
DD-26, Sector-1, Salt Lake
Kolkata-700 064

Witness: N. Chatterjee

Assistant Director, Study Centres
Netaji Subhas Open University



Signed on behalf of the Study Centre

Place: KOLKATA

Date: 27.12.2022

(Official Seal)
Principal
Bidhanagar College
Salt Lake, Kol-64

Witness: Biswatosh Ghosh

DR. BISWATOSH GHOSH
West Bengal Education Service
Assistant Professor in Zoology
Govt. of West Bengal

