

This Memorandum of Understanding (hereinafter called as the MoU) is entered on this day 12th September, 2023 by and between Gokhale Memorial Girls' College located in Kolkata, Pin 700020, West Bengal.

MEMORANDUM OF UNDERSTANDING

THE FIRST PARTY represented herein by its Principal (hereinafter called The First Party) of the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in – office, administrators and assigns.

AND

THE SECOND PARTY (hereinafter called the Second Party), represented by the Principal, of BANKIM SARDAR COLLEGE, unless excluded by or repugnant to the subject of context shall include its successors – in – office, administrators or assigns First and Second Party are hereinafter jointly referred to as PARTIES and individually as PARTY.

WHEREAS:

Figst party is a higher education institution named:

Gokhale Memorial Girls' College, 1/1 Harish Mukherjee Road, Kolkata 700020, West Bengal Second Party is also a higher education institution named:

BANKIM SARDAR COLLEGE, TANGRAKHALI, TALDI, SOUTH 24PGS, WEST BENGAL, PIN 743329

First Party and Second Party believe that collaboration and cooperation between themselves will promote effective use of each of their resources and provide each one of them enhanced opportunity.

Both parties, legal entities in themselves desire to sign a MoU for advancing their mutual interest.

Now therefore, in consideration of the mutual promises set forth in this MoU, the parties hereto agree as follows

CLAUSE 1: PURPOSE & SCOPE

The parties recognize the benefits to be derived from increased collaboration, cooperation and interaction for the purpose of promotion and understanding of high performance in awareness, activities and organizing various programmes including conference, seminars, study tours, field visit and other awareness activities. The purpose of this MoU is to define fundamental areas of socio-cultural-academic aspects in which the parties desire to work together in the future for their mutual benefit to foster a collaborative framework between **GOHALE MEMORIAL GIRLS' COLLEGE** and, **BANKIM SARDAR COLLEGE**, in the field with a view to benefiting from each other's initiatives and working procedures and to support collaboration among the members associated with both parties.

This MoU sets forth the intentions of the parties for increased collaboration, cooperation and interaction and strengthening relationship between **GOHALE MEMORIAL GIRLS' COLLEGE** and **BANKIM SARDAR COLLEGE**, to make collaborative efforts in the field of collaboration in awareness campaigns and other fields of mutual interest.

The purpose of this agreement is purely academic. Both the Parties are intending to specifically undertake:

- Student enrichment programmes targeted to college students and with an aim to make their development holistic.
- ✓ Customise course curriculums and training as per the requirements of the Industry.
- ✓ Carrying out different R & D activities.
- Carrying out different awareness programmes, seminars and symposiums, workshops, specialized trainings.

- Exchange of resource persons.
- ✓ Exchange of Students.
- ✓ Implementation of different CSR and or socio-economic and environmental projects.
- Exchange of ideas and data that are required for conducting any research projects.
- ✓ Target towards collaborative and joint works on setting up an enabling environment to spread Education and Skill development and R & D know how, expertise, best practices in the areas of R & D, Higher education, Skills Training, Train the Trainer programmes, Assessment, training of Assessors, conduct Skill Gap analysis, provide specific knowhow on skills training and technology, prior learning recognition, create assessment and certification programmes.

CLAUSE 2: MODE OF OPERATION

Both parties will provide necessary support for effective implementation of the MoU within the institutional rules, regulations and procedures.

This MoU shall be effective from the date it is signed by both the parties.

Within the broad parameters of the MOU, work on awareness activities, internship programmes, development of facilities etc. any financial commitment for joint activities under this MoU shall be subject to the approval by the competent authorities of the respective organization. The activities under this MoU shall be coordinated, monitored and recorded by the Internal Quality Assurance Cell(IQAC) of **Gokhale Memorial Girls' College**, **1/1 Harish Mukherjee Road**, Kolkata 700020, West Bengal, and Internal Quality Assurance Cell(IQAC) of BANKIM SARDAR COLLEGE, TANGRAKHALI, TALDI, SOUTH **24PGS**, WEST BENGAL, PIN 743329. The visitors will be bound by the rules and regulations, as well as the code of conduct of the host institution.

CLAUSE 3: Financial arrangements:

No financial commitment is required /involved to execute the terms and conditions of the MoU.

In case of any financial assistance received as extramural grant **Gokhale Memorial Girls' College** and/or **BANKIM SARDAR COLLEGE**, then that will be duly audited and acknowledged.

CLAUSE 4: PERIOD AND APPLICABILITY

Unless terminated earlier as per the provision herein contained, this agreement shall be valid for an initial period of 5 (Five) years from the date of signing of this MOU. Subsequently, this agreement may be renewed for such further term or terms as may be mutually agreed upon.

CLAUSE 5: Terms and conditions:

It is mutually understood and agreed by and between the Institutes viz. Gokhale Memorial Girls' College and BANKIM SARDAR COLLEGE, that:

1. Gokhale Memorial Girls' College and, BANKIM SARDAR COLLEGE, may mutually use and share educational facilities and may jointly guide students at various levels of academia.

2. Gokhale Memorial Girls' College and, BANKIM SARDAR COLLEGE, may mutually conduct professional course/training programmes/workshops/seminars/conferences/field study for which certificates will be jointly issued by Gokhale Memorial Girls' College and BANKIM SARDAR COLLEGE, to all candidates after successful completion of the same.

- 3. In case of any dispute resulting from or related to this MoU, the Parties agree to attempt to resolve such dispute amicably. This MoU shall be governed and construed according to the laws of the country for each participating party. Any dispute will be jointly resolved by involving the **Principal of Gokhale Memorial Girls' College** and the **Principal of BANKIM SARDAR COLLEGE**, in a spirit of independence, mutual respect, and shared responsibility.
- 4. The MoU may be terminated by either party after giving a notice of **six months** (180 days) provided that this clause will be operative only if either party violates the terms of MoU or if the parties feel that no useful purpose would be served by further continuing it either due to change in circumstances or change in constituting parties.
- 5. It is expressly agreed that the First Party and the Second Party are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any presentations or create any obligation or liability, expressed or implied, on behalf of the other Party. Neither party shall have, or represent itself as having, any authority under the terms of this MoU, to make agreements of any kind in the name of or binding upon other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Any divergence or differences derived from the interpretation or application of the MoU shall be resolved by arbitration between the Parties.

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Signature Principal Principanle Memorial Girls' College Gokhale Memorial Girls' College 1 2 SEP 2023

Witness: IQAC 1. Sanchita Sen Co-ordinator 2. Juijt De 3. Abenizit Sidhanth

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Signature Principal BANKIM SARDAR COLLEGE

Dr. Tilak Chatterjee Principal Bankim Sardar College