

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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MEMORANDUM OF UNDERSTANDING

State of: West Bengal, India

This Memorandum of Understanding (this “MOU”) is made and entered into, on the 17th of April 2023 by and between:

Nabajatak Child Development Centre Private Limited, located at BC-98, Sector-1, Salt Lake City, Near Tank number -3, Kolkata-700 064, West Bengal will be known as “First Party” or The “Service Provider”

With

Gokhale Memorial Girls College, located at 1/1, Harish Mukherjee Road, Kolkata-700 020, West Bengal, will be known as the “Second Party” or The “Client”

Both known collectively as the “Parties”.

Background:

The First Party and the Second Party desire to enter into an agreement in which they will work together to achieve the various aims and objectives relating to the **Comprehensive Career Counselling** package. It is an absolute scientific multilevel psychometric assessment guided by expert intervention which helps individuals (students) to take strategic career decisions to achieve satisfactory success in life.

The First-Party and Second-Party desire to enter into an agreement between themselves, setting out the working arrangements that each of the two agree for the necessary completion of the Project.

Purpose & Scope

1. The purpose of this MOU is to provide the framework, the scope of work, terms and conditions, and responsibilities of the Parties associated with their work on the Project, as attached in more detailed information for the Project that Parties have agreed upon, if applicable. The obligations of the Parties will end on 31st May, 2025 subject to renewal of this contract.
2. As further outlined below, both parties will collaborate on the following
 - a. **Comprehensive Career Counselling** is a scientific process that is provided by trained and certified counsellors and First Party will cater to this specific need for the Second Party during the terms of this contract or MOU.
 - b. A scientific model of Comprehensive Career Counselling package will be introduced formally to the authority of the Educational Institution by the First Party initially.
 - c. The Second Party will organize an interactive session at least annually, with the beneficiaries (students) for in-depth understanding of the process. This will be delivered by the First Party with mutual understanding at no extra cost. More frequent introductory sessions like this can be delivered free of cost by mutual agreement and arrangements. Arrangements to the satisfaction of the First Party will be the responsibility of the Second Party, again, at no extra cost to either parties.
 - d. It is three-step model of career counselling comprising of Orientation, Assessment under Guidance and Individual Post-Assessment Counselling. First Party will be obliged to deliver these three (as mentioned) per student either individually (below 50 students annually) or in groups (50 and over students bulk booking, with cheaper provisions), once enrolled by the First Party.
 - e. The Terms and conditions are as follows:
 - The institutions (parties) sign an exclusive Memorandum of Understanding (MOU) for three consecutive academic years (2022-2023 & 2023-2024 & 2024-2025).
 - There is no commitment on numbers needed.
 - The above-mentioned comprehensive package is inclusive of individual or group (see below) post assessment counselling sessions.

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- This is applicable till 50 student enrolments at a time.
- If the number of enrolment exceeds 50 students at a time, we shall be providing group counselling sessions, thereby opening up opportunities to reduce cost per student further (subject to negotiation).

The above-mentioned cost is our institute's cost to the Second Party, the "Gokhale Memorial Girls' College". The college can add any overhead costing above the mentioned price as the final MRP.

Obligations

3. The Parties desire and wish that this document will be considered as a form or manner of a formal agreement, and an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration in support of an effective and efficient partnership and leadership meant to maintain, safeguard, and sustain sound and optimal financial, managerial, and administrative commitment with regards to all matters related to the Project.

Cooperation

4. The Parties ensure that they have unique, specialized expertise that they will draw upon to meet the objectives of the Project.
5. The First Party will use the following unique tools, experiences and expertise to further the objectives of the Project.
 - a. Nabajatak Career Counselling,
 - b. Qualified and Certified Doctors and Healthcare Professionals,
 - c. Structured written report will be delivered for each case and, in addition, Counselling provided based on the results of the Assessment.
6. The Second Party will use the following resources to further the objectives of the Project:
 - a. Share student data as relevant to the services.
 - b. College-infrastructure for interactions and presentations.
 - c. Assistance of Faculty/Lecturer/Professor/Support Staff, if required to perform the task.

Responsibilities

7. The First Party shall undertake the following activities under this MOU:
 - a. Addressing the specific need of a Student.
 - b. Career Counselling based on a scientific approach.
 - c. Detailed report generation for the understanding of the

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- beneficiaries and both the parties.
- d. Data protection under all circumstances.
- c. Consent form duly signed by the student and the counsellor.

8. The Second Party shall undertake the following activities under this MOU:
- a. Sharing data with the First Party maintaining utmost faith.
 - b. Maintaining a specific timeline and allow First Party to work without any communication barrier.
 - c. Maintain the report for the benefit of the students of the institution.

Rights

- a. First Party reserves the right to refer students on to other services as clinically indicated from the report and subsequent discussion with the student (counselling). Educational referrals, if necessary, will first be made to the Second Party, who will have the opportunity either to refer on by themselves or seek First Party's advice at their discretion, where students will be free to choose further paid expert services, when advised.
- b. Both parties agree to use each other's brand names for their use involving Career Counselling, taking care of any sensitivities.
- c. Both parties agree to use each other's names in their brochures and advertising in any media involving Career Counselling
- d. Both Parties will reserve the right to publish students and staff feedback with their permission for such purposes.

Resources

- 9. The Parties will endeavour to have final approval from each other (following signing of MOU) and secure necessary financial transactions with proper documentation (Proforma Invoice, Tax Invoice etc.) to achieve their collective goal from the project.
- 10. The Second Party agrees to pay the following financial resources to the First Party at the initiation of the project
 - a. Rs. 2,000/- only per student as per the number of students registered officially up to 50 students. Registration of any more students will reduce the cost (subject to negotiation)
- 11. The First Party agrees to provide the following services(s) during the active tenure of the project.
 - a. Comprehensive Career Counselling to the registered students
 - b. Address any issue arising thereof

Communication Strategy

12. Communication of the Project should always be consistent with the aims of

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the Project and only undertaken with the expressed written agreement of both Parties.

13. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to.

14. Coordinated communications should be made between both the parties to establish their support and further the aims of the Project.

Dispute Resolution

15. The Parties to this MOU agree that if any dispute arises through any aspect of this agreement, including, but not limited to, any matters, disputes, or claims, the Parties shall confer in good faith to promptly resolve any dispute. In the event that the Parties are unable to resolve the issue or dispute between them, then the matter shall be:

- a. mediated in an attempt to resolve any and all issues between the Parties or
- b. arbitrated in an attempt to resolve any and all issues between the Parties, or
- c. mediated and arbitrated in an attempt to resolve any and all issues between the Parties

Governing Law

16. This MOU shall be construed in accordance with the laws of the State of West Bengal, India.⁶

Assignment

17. Neither Party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party.

Amendment

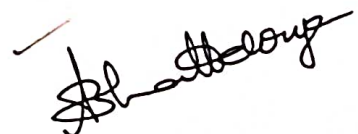
18. This MOU may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.

Termination

19. This MOU may be terminated by mutual written agreement of the Parties upon SIXTY DAYS notice.

20. This MOU shall automatically terminate upon completion of all responsibilities as stated in the "Purpose & Scope" section. See attached Exhibit of timeline and list of objectives for the Project, if applicable.





Prior Memorandum Superseded

21. This MOU constitutes the entire Memorandum between the Parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether oral or written.

Understanding

22. By signing this MOU, both Parties of this MOU mutually agree and understand that:

- a. Each Party will take finance and legal responsibility for the actions of its affiliates, students, counsellors, experts, employees, agents, volunteers, and representatives.
- b. Each Party agrees to indemnify, defend and hold harmless the other to the fullest extent permitted by law from and against all actions, demands, claims, losses, liabilities, costs (including attorney's costs and fees) and damages.

Notices

23. All notices, demands, requests and other communications given here under for purposes other than termination shall be made in writing and shall be deemed given if:

- a. Delivered by hand; or
- b. Mailed by domestic registered or certified mail with prepaid postage, after fourteen days or ten business days since the date post marked.

24. Any notices, demands, requests, and other communications returned to the sending Party as non-delivered should be re-delivered or re-mailed to the forwarding address affixed thereto. Such communications will be deemed delivered in the same way as those that had not been returned to the sending Party.

25. All written notices so given will be deemed effective upon receipt.

Authorization and Execution

26. The signing of this MOU does not constitute a formal understanding and as such it simply intends that the Parties shall strive to reach, to the best of their abilities the objectives stated herein.


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27. The MOU shall be signed by:

And shall be effective as of the date first written above.

for Nabajatak Child Development Centre
Pvt. Ltd.


Managing Director



for Gokhale Memorial Girls College


Principal



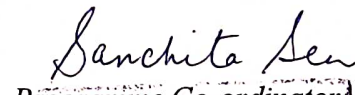
Principal
Gokhale Memorial Girls' College

for Nabajatak Child Development Centre
Pvt. Ltd.


Programme Co-ordinator



for Gokhale Memorial Girls College


Programme Co-ordinator
Co-ordinator
IQAC
Gokhale Memorial Girls' College



Witness by

1) Sabita Paul.

3) Anukul Sarkar

2) 

4) 