



# MEMORANDUM OF UNDERSTANDING (MOU)

**BETWEEN** 

#### PANSKURA BANAMALI COLLEGE

(Autonomous)

(Government Aided)
Panskura, Dist.-Purba Medinipur, PIN-721152, West Bengal
(Affiliated to the Vidyasagar University)

## SAGARDIGHI KAMADA KINKAR SMRITI MAHAVIDYALAYA

(Government Aided)

P.O. & P.S- Sagardighi, Dist.-Murshidabad, PIN- 742226, WEST BENGAL (Affiliated to the University of Kalyani)

### 1. Parties to the Agreement and the Legal Framework:

The Memorandum of Understanding (MoU) is entered into on this 25<sup>th</sup> day of November, 2022 towards the establishment of an Agreement by and between:

PANSKURA BANAMALI COLLEGE (Autonomous), a Government Aided College located at Panskura, Dist.: Purba Medinipur, PIN – 721152, State: West Bengal established in 1960 referred to as PANSKURA BANAMALI COLLEGE, affiliated to the Vidyasagar University, represented by its Principal and referred to as FIRST PARTY (which term or expression shall unless excluded by or repugnant to the contest be deemed to mean and include its successor in office representatives, administrators and assigns) for the exchange of faculties for purely academic purpose.

AND

SAGARDIGHI KAMADA KINKAR SMRITI MAHAVIDYALAYA, a Government Aided College located at P.O. & P.S- Sagardighi, Dist.-Murshidabad, PIN- 742226, State: WEST BENGAL, INDIA established in 2008, remained Affiliated to the University of Kalyani, represented by its Teacher-in-charge/Principal and referred to as SECOND PARTY (which term or expression shall unless excluded by or repugnant to the contest be deemed to mean and include its successor in office representatives, administrators and assigns) for the exchange of faculties and infrastructural facilities for purely academic purpose.

Note: Both these institutes will be hereafter referred to as Parties.

Principal
Panskura Banamail College
(AUTONOMOUS)

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#### 2. Vision of the Agreement:

This agreement is drawn with a view to espouse the principles, policies, visions and objectives of the present education policy. The Policy suggests a "seamless integration and coordination across institutions and across all stages of education". Both the institutions have the philanthropic visions to be fulfilled with regard to the MoU, which are:

- Whereas the two colleges agree upon to carry forward the ethical values and to inculcate the value of education, so that the learners can face the challenging future confidently and successfully;
- Whereas the two colleges agree upon to evolve the institute as the centres of academic excellence;
- Whereas the two colleges agree upon to construct a platform for the exploration of the potentialities of the learners to be acquainted with the global knowledge society;
- Whereas the two colleges agree upon for striving to engage the students in meaningful extension activities and community welfare works.

#### 3. Preamble:

#### 3.1. Understanding of Cooperation:

Whereas PANSKURA BANAMALI COLLEGE and SAGARDIGHI KAMADA KINKAR SMRITI MAHAVIDYALAYA agree that cooperation in research collaborations, faculty exchange and collaborations with regard to infrastructural facilities would be mutually beneficial. The areas of cooperation may include, subject to mutual consent, any desirable and feasible activity that would further the goals of each institution with regard to academic collaboration.

Therefore, pursued by the goal of common interest PANSKURA BANAMALI COLLEGE and SAGARDIGHI KAMADA KINKAR SMRITI MAHAVIDYALAYA have intended to decide into the Memorandum of Understanding (MoU), of which components for the cooperation are well-defined in the following Sections:

#### 3.2. Article (i). Purpose of the Agreement:

- The broad Objectives of this agreement are to promote educational and scholarly exchange, academic collaboration between the parties involved as educational partners.
- Upon the mutual consent of both the parties, academic cooperation will be carried out in, but not necessarily limited to, the following activities:

#### Faculty/Staff exchanges

- Both the institutions will promote: the exchange of faculty for the common UG Honours & Program Courses.
  - Faculty exchange for mutual benefit of both the institutions ii)
- Collaboration in teaching, research and development, and consultancy studies in iii) the field of mutual interest.
- Exchange of academic materials and publications. iv)
- Conducting lectures with the opportunity to teachers for conducting research. V)
- vi) Undertaking joint research projects wherever feasible

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- vii) Participation in seminars, workshops, symposia and other kinds of academic discourses.
- viii) Conducting study tours and joint consultancy work wherever feasible.

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A specific plan will be worked out for each activity and detailed arrangements for such collaborative work will be agreed upon

B. Other areas

a) To exchange information and experiences on research (subject to the consideration of the researcher) and educational programmes.

b) To exchange information on teaching, learning material and other literature relevant to

their educational and research programmes.

c) To organize seminars, faculty development programmes, workshops jointly, on topics of mutual interest and to invite each other's faculty to participate there in.

d) To explore the provision of cultural and intellectual enrichment opportunities for staff,

faculty and students of both the institutes.

e) To use library reading room facilities for a specified period.

f) To use Computer laboratory and I.C.T. facilities in specific cases (with prior approval of

Head of the Institutions) for a limited period.

Note: PANSKURA BANAMALI COLLEGE and SAGARDIGHI KAMADA KINKAR SMRITI MAHAVIDYALAYA agree with the detailed terms and conditions that would guide each activity as identified above and that will be identified jointly and these will be agreed upon by the two colleges. These will also include the technical description of the proposed activity and the person(s) responsible for its implementation.

3.2. Article (ii). Coordination and Execution of the Agreement:

A Coordination Committee consisting of two Heads and two Coordinators and quite a few members from each college will steer up the joint initiative and that will periodically (once in a year) review the activities and identify new innovative areas of activities.

The specific activities to be carried out under this Agreement will be started in corresponding specific Sub-agreements. Once such Sub-agreements are approved by the both parties that will be attached as annexes to this agreement. The specific Subagreements will demonstrate the Objectives, Conditions and the Way of Execution, Period of Execution and the Administrative Responsibilities of the two parties.

Article (iii). Confidentiality of the Agreement and the Protection of Intellectual Property

Rights (IPR):

The two colleges will maintain reciprocal relations and retain and respect individual confidentiality including those pertaining to the collaborative activities of both the Colleges.

The Agreement will respect Intellectual Property Rights (IPR) and any intellectual matter developed by the collaborative efforts shall be retained by

them.

Article (iv). Duration, Amendment and Expiration of the Agreement:

The Agreement will come into effect after being signed by both parties and will be established for a period of 05 (five) years. After the completion of this period, the Agreement will automatically be extended for another 05 (five) years, unless one of the Parties expresses an intention (in written form) to cancel the Agreement at least 90 (ninety) days before the expiry date. The Agreement may be amended at any time by mutual agreement in writing as an addendum. The Amendment, Termination and Expiration of the Agreement will not affect the terms of activities

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ongoing at the time of Notification of Amendment, Termination and Expiration, unless otherwise agreed upon between the Parties.

#### 3.2. Article (v). Non-Exclusivity:

The Agreement is a Non-exclusive Agreement and both Parties remain free to enter into similar Agreements with other parties.

#### 3.2. Article (vi). Special Provisions:

- (a) Each Party will take approval from the other Party in writing prior to using the Later's name and Logo for the activities here under on a case-by-case basis;
- (b) Neither Party can misuse this MoU by involving the name of the other without the written consent from the other Party;
- (c) There will be no vested interest by neither of the party involved apart from quality enhancement.

#### 3.2. Article (vii). Dispute Resolution:

In case of any dispute relating to any aspect of Academic Activity, the Head of the institutions of both the colleges will jointly resolve the dispute by amicable means in a spirit of independence, mutual respect and cooperative responsibility.

PANSKURA BANAMALI COLLEGE and SAGARDIGHI KAMADA KINKAR SMRITI MAHAVIDYALAYA welcome the signing of this Memorandum of cooperation and jointly agree to the provisions set out as above.

FOR PANSKURA BANAMALI COLLEGE

SAGARDIGHI KAMADA KINKAR SMRITI MAHAVIDYALAYA

Name:Prof.( Dr.) Nandan Bhattacharyya

Principal Designation: Principal Banamali College

Date:

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FOR

Name: Dr. Samiran Sarkar

Designation: Teacher-in-charge

Teacher-in-Charge Date:

Sagardighi K.K.S Mahavidyala Sagardighi \* Murshidabad

Witness:

2. Subhojit K

Coordinator, IQAC Panskura Banamali College (AUTONOMOUS)