



पश्चिम बंगाल WEST BENGAL

31AA 500674

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

BARRACKPORE RASTRAGURU SURENDRANATH COLLEGE

A N D

KANDRA RADHAKANTA KUNDU MAHAVIDYALAYA, KANDRA

.....

AND WHEREAS both the colleges have mutually agreed to enter into this MOU.

Manojit Ray

Minal Kanti Chakraborty

THIS MEMORANDUM OF UNDERSTANDING is made on this ~~29th~~ day of March, 2023, BETWEEN BARRACKPORE RASTRAGURU SURENDRANATH COLLEGE, UGC approved 4th cycle NAAC accredited college affiliated under the West Bengal State University and Government of West Bengal aided college, having its campus at 6, Riverside Road and 85, Middle Road, P.O. & P.S. Barrackpore, District- North 24 Parganas, Kolkata- 700 120, West Bengal, represented by its '**Principal**' 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) OF THE ONE PART

AND

KANDRA RADHAKANTA KUNDU MAHAVIDYALAY, of Kandra P.O. Kandra, P.S.Ketugram, District- Purba Burdwan, West Bengal, Pin-713129, represented by its '**Principal**' hereinafter referred to as the SECOND 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) OF THE OTHER PART.

WHEREAS the Barrackpore Rastraguru Surendranath College 4th cycle NAAC accredited college, with a view to improve Advancement of Learning and Need based Higher Education desirous to exchange various fields of the institutions proposed the Kandra Radhakanta Kundu Mahavidyalaya, Kandra to join hands with the Second Party and the Kandra Radhakanta Kundu Mahavidyalaya, Kandra District-Purba Burdwan accepted the proposal of the First Party.

AND WHEREAS both the colleges have mutually agreed to enter into this MOU.

Pranabjit Ray

Minakanti Chakrabarty

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH and it is agreed by and between both the Colleges hereto as follows:

1. The Parties are agreeing to partner for the purpose of enhancing the mutual growth and development of each other.
2. The academic bonding is based on the principle of mutual respect, cooperation and sharing between the two parties as equal partners.
3. The Parties shall extend their academic resources and facilities available on a collaborative basis in the fields of academics, education and research.
4. The areas of cooperation between the two Partner institutes shall include the following:
 - 4.1. Organize online/ offline lectures, workshops, trainings, meetings and other such programmes aimed at capacity building of the students, faculty members of both the Partner institutes. To the extent possible, visits of students/ faculties will be facilitated for this purpose without any financial burden on any party.
 - 4.2. The teachers and researchers of the both the Partner institutes may be engaged in Joint research activities and be co-investigators in the research programmes submitted to funding agencies.
 - 4.3. Joint research publication by students, teachers/ researchers of the Partner institutes shall be encouraged.
 - 4.4. Library resources may be shared for providing support in capacity building of the faculty and for improvement of their teaching and research skills.
 - 4.5. To forge mutually beneficial linkages with its partners through various platforms so as to initiate and assist innovation activities and boost start-ups.
 - 4.6. To cultivate the feeling of brotherhood among youths of the two institutes through sports and extracurricular activities.

Monojit Ray

Minakanti Chakrabarty

5. Intellectual Property Rights:

The Partner institutes shall have the joint right to determine the commercial exploitation and disposition of intellectual property, if any, as a result of the cooperation which includes that Partner Institutes shall make joint applications for the registration of the same. Before any registration or commercialization of any intellectual property takes place, the Partner institutes agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing. Any publication regarding such intellectual property shall only be possible with the prior written consent of Partner institutes, such consent not to be unreasonably withheld. Both the Partner Institutes shall be free to use perpetually the results arising out of the collaborating activities for its own internal teaching, research, educational, clinical and publication purposes without the payment of royalties or other fees to the other parties.

6. The MoU will come into force from the date of putting the last signature on this MoU.

7. The MoU shall be for a duration of two years (minimum one year and maximum five years. Parties may discuss and decide).

8. The MoU may be terminated prior to the completion of the term by any Party to the MoU by giving one-month prior written notice to the other Party. Once terminated, neither parties will be responsible for any losses, financial or otherwise, which the other institute may suffer.

9. However, any ongoing project, course, joint research, or publication which have been initiated by the Partner institutes prior to the date of termination shall be continued as if no termination has taken place.

10. The MoU is intended to be an expression of general understanding and intention of the Parties. The Parties shall make earnest effort to carry out the tasks undertaken in this MoU. However, it shall not be an agreement enforceable in a court of law. Nothing in this Memorandum shall be construed as creating

Manojit Ray

Arvind Kant Chakraborty

any legal relationship between the institutes. This Memorandum is a statement of intent to foster genuine and mutually beneficial collaboration.

11. Any disagreement/ differences/ dispute between the Partner institutes shall be resolved through mutual discussion between them.

12. In case of any force majeure, such as flood, earthquake, epidemic, etc. the Partner institutes shall be excused from performing obligations which are directly impacted by any act of force majeure.

13. This MoU constitutes the complete agreement between the Parties. The terms of this MoU may be amended by mutual consent of the Parties in writing. Participating faculties, staff and students involved in any activities under this Memorandum must adhere to the laws of the country and Rules and Regulations of the institutions.

14. This MoU shall be executed in duplicate with each Party keeping an original.

IN WITNESS WHEREOF the Parties hereto, through their duly authorized representatives, have signed and executed this Memorandum of Understanding on the day, month and year mentioned herein.

Witnesses:

1. *Seeta Prasad Das*
Coordinator, IQAC
Barrackpore Rastraguru
Surendranath College

2. *Bidhan Mondal*
Coordinator, NAAC,
Kandra Radha Kanta Kundu
Mahavidyalaya

Monojit Ray
SIGNATURE 1st PARTY



Dr. Monojit Ray
Principal
Barrackpore Rastraguru
Surendranath College

SIGNATURE 2nd PARTY

Minakanti Chakrabarty

Principal
Kandra Radha Kanta Kundu Mahavidyalaya
P.O. - Kandra, Dist. - Purba Bardhaman
Pin-713129