

পশ্চিমবাংগ पश्चिम बंगाल WEST BENGAL

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MEMORANDUM OF UNDERSTANDING

(MoU)

BETWEEN

BERHAMPORE MUNICIPALITY

RN TAGORE ROAD; P.S – BERHAMPORE; DIST. – MURSHIDABAD; WEST BENGAL, PIN- 742101



BERHAMPORE GIRLS' COLLEGE

(Government Sponsored)

C.R. DAS ROAD, P.O.: BERHAMPORE, Dist.: MURSHIDABAD,

PIN - 742101

WEST BENGAL, INDIA

(Affiliated to the University of Kalyani)

Approved by the UGC under Section 2(f) & 12(B)



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03.09.2022
Principal
Rathemore Gitls' College

Berhampore Municipality

Berhampore Municipality.

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1. Parties to the Agreement and the Legal Framework:

BERHAMPORE MUNICIPALITY, One of the oldest Municipality located at BERHAMPORE RN TAGORE ROAD; P.S – BERHAMPORE; DIST. – MURSHIDABAD; PIN- 742101 State: WEST BENGAL, INDIA established in 1876 referred to as BERHAMPORE MUNICIPALITY, represented by its Chairman 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).

AND

BERHAMPORE GIRLS' COLLEGE, a Government Sponsored Girls' College running with Post Graduate Programmes located at C.R. DAS ROAD, P.O.: BERHAMPORE, Dist.: MURSHIDABAD, PIN – 742101, State: WEST BENGAL, INDIA established in 1946 referred to as BGC, remained Affiliated to the University of Calcutta till 1999 and thereafter Affiliated to the University of Kalyani, Recognized by the UGC under Section 2(f) &12(B) and represented by its 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)

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

Understanding of Cooperation:

Whereas BERHAMPORE MUNICIPALITY and BERHAMPORE GIRLS' COLLEGE agree that cooperation in administrative collaborations with regard to infrastructural facilities would be mutually beneficial. The areas of cooperation may include, subject to mutual consent, Therefore, pursued by the goal of common interest BERHAMPORE MUNICIPALITY and BERHAMPORE GIRLS' COLLEGE have intended to decide into the Memorandum of Understanding (MoU), of which components for the cooperation are well-defined in the following Sections:

Purpose of the Agreement:

The broad Objective of this agreement is to promote administrative collaboration regarding the following areas:

- 1. To explore the provision of cultural and intellectual enrichment activities
- 2. To conduct joint exhibition to enrich the knowledge of the students
- 3. To conduct skill development programme for the students of marginalized community
- 4. To conduct health awarenesss programme
- 5. To conduct cleanliness / Nirmal Bangla Programme
- 6. To conduct environment campaigning and tree plantation
- 7. Management of the different types of degradable and non-degradable waste of the college

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Responsibilities of BERHAMPORE GIRLS' COLLEGE Under MoU.

- 1. Development of overall strategy for achieving the objectives and overseeing implementation.
- Constituting institutional structures, as modified/agreed from time to time for speedy decision-making, monitoring an review.
- 3. Seek participation of all stakeholders, as necessary.
- 4. Guidance to students for maintaining Collecting equipment's.
- 5. Monitoring and Evaluation of the services.

Responsibilities of BERHAMPORE MUNICIPALITY Under MoU.

- 1. The partner will hold the responsibilities for the successful and time bound implementation of Service Covered under MoU.
- 2. Implementation of all activities as prescribed from time to time in a time bound manner.
- 3. Provide support for the implementation.
- 4. Take up awareness campaign at the college.
- 5. Provide Support in monitoring the entire system.

Note: BERHAMPORE MUNICIPALITY and BERHAMPORE GIRLS' COLLEGE 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 organizations. These will also include the technical description of the proposed activity and the financial arrangements and the person(s) responsible for its implementation.

Coordination and Execution of the Agreement:

- A Coordination Committee consisting of two Heads and two Coordinators and quite
 a few members from each organizations 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, Financial Arrangement, Period of Execution and the Administrative Responsibilities of the two parties.

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Berhampore Girls' College

Confidentiality of the Agreement and the Protection of Intellectual Property Rights (IPR):

- The two organizations will maintain reciprocal relations and retain and respect individual confidentiality including those pertaining to the collaborative activities of both the organizations.
- The Agreement will respect Intellectual Property Rights (IPR) and any intellectual matter developed by the collaborative efforts shall be retained by them.

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

Non-Exclusivity:

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

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.

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Dispute Resolution:

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

· BERHAMPORE MUNICIPALITY and BERHAMPORE GIRLS' COLLEGE welcome the signing of this Memorandum of cooperation and jointly agree to the provisions set out as above.

FOR

BERHAMPORE MUNICIPALITY

Name: Sri Narugopal Mukherjee/

Designation: Chairman Date: 03.09.2022 Chairman

Berhampore Municipality

SEAL

1. Witness: Rita Halder-Challerjee

Name:

Designation: Councillar

Date: 03/09/2022

FOR BERHAMPORE GIRLS' COLLEGE

Kinha 03.09.2022 Name: Dr. Hena Sinha

Designation: Principal Date: 03.09.2022

> Principal SEAL Berhampore Girls' College

2. Witness: Munmun Palbag

Name: MUNMUN PALBAG.

Designation: SACT Date: 3.09.2022