

Stamp duty paid vide Certificate No. IN-DL50257460983315S dated 22.06.2020 in Delhi for execution of this Agreement.

AGREEMENT

This Agreement ("Agreement") is entered into this 22nd day of June 2020 by and between:

National Skill Development Corporation (CIN: U85300DL2008NPL181612), a company registered under the Companies Act, 1956 and holding a license under Section 25 of the said Act, having its registered office at 301, 3rd Floor, West Wing Worldmark 1, Asset 11, Aerocity, New Delhi-110037, India (hereinafter referred to as the "**First Party**" / "**NSDC**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns);

AND

Mahishadal Raj College (Registration No. S0010232), a Society registered under West Bengal Societies Registration Act, 1961, having its registered office at PO & PS: Mahishadal, Purba Medinipur, West Bengal, Pin: 721628 (hereinafter referred to as "**Second Party**" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) acting through its Director, Dr. Sanjay Sen, duly authorized *vide* Governing Body Resolution dated 11.05.2020.

NSDC and the Second Party are hereinafter individually referred to as the "**Party**" and collectively as the "**Parties**".

WHEREAS:

- (i) NSDC is a not for profit company incorporated under the Companies Act, 1956 ("**Act**") and holding a license under section 25 of the said Act.
- (ii) NSDC was established as a public private partnership with the object of developing unskilled and semi-skilled labour force into productive and skilled labour and to establish, manage, run and support institutes and polytechnics for achieving this objective.
- (iii) The Second Party is a Society registered under West Bengal Societies Registration Act, 1961.
- (iv) In order to further its objectives, the Second Party has submitted a Project Proposal as set out in Schedule IV of this Agreement (hereinafter referred to as the "**Project**").



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- (v) NSDC has, after duly assessing viability of the Project, accepted the Project Proposal of the Second Party for implementing the Project, pursuant to the terms and conditions as set out in this Agreement and Annexures and Schedules hereof and approved the Second Party as its "training partner" and has approved the Project Proposal.
- (vi) The Second Party has agreed that it shall implement the Project in terms of the guidelines of NSDC and shall, at all times remain subjected to monitoring by NSDC with respect to the implementation of the Project.

NOW THEREFORE, THESE PRESENTS WITNESSES AS FOLLOWS:

I. DEFINITIONS

- 1.1 In this Agreement, unless the context otherwise so requires, the following expressions shall have the meanings as set out against each of it:
 - (i) "**Authority**" shall mean and include any applicable legislative body, regulatory or administrative authority, agency or commission, or any court, board, bureau, instrumentality, tribunal, or judicial or quasi-judicial or arbitral body having authority of law.
 - (ii) "**Business Day**" shall mean a day on which the office of the First Party as described in this Agreement, or such other office as may be notified by the First Party to the Second Party, is open for normal business transactions.
 - (iii) "**Constitutional Documents**" shall mean the registration documents of Second Party filed at the time of its registration/ incorporation and any amendments thereto.
 - (iv) "**Facility Agreements/Documents**" shall collectively mean and include this Agreement, Project Proposal, Proposal Documents, Project approval, Board Resolutions issued by the First Party in respect of the acceptance of the Project Proposal of the Second Party and all or any other Agreements, instruments, undertakings, deeds, writings and other documents executed or entered into, or to be executed or entered into by the Second Party and/or any other person in relation to or pertaining to the transactions contemplated by or under this Agreement and/or the other Facility Agreements, as amended from time to time;
 - (v) "**Implementation Progress Report**" shall mean the quarterly report to be submitted by the Second Party thereby demonstrating the implementation of the Project made by the Second Party, as per the format provided under Schedule II hereto.



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- (vi) **"Law"** shall mean and include any statute, law, treaties, rule, regulation, ordinance, guideline, notification or any requirement, restriction, authorization, order, directive, permit, judgment, decree having the force of law and shall include any re-enactment, substitution or amendment thereof that is applicable to any transactions contemplated herein and/or to any other Facility Agreement, and/or to any of the respective Parties to this Agreement and/or any Facility Agreements. The term 'Law' shall not include the Governing Law;
- (vii) **"Material Adverse Effect"** shall mean the effect or consequence of any event or circumstance which, is or is likely to be detrimental to or to adversely affect the ability of either Party to perform or comply with any of their respective obligations under this Agreement;
- (viii) **"Milestone(s)"** shall mean the deliverables/targets which the Second Party undertakes to achieve and specified under the Schedule I of this Agreement;
- (ix) **"Project Documents"** shall mean all the manuals, records, registers and all other documents maintained by the Second Party exclusively in relation to the implementation and progress of the Project;
- (x) **"Project Monitor"** shall mean an authorized person appointed from time to time by the First Party or any other governmental agency from time to time at its sole discretion for the purpose of monitoring and inspection of the implementation of the Project under this Agreement;
- (xi) **"Project Monitoring Report"** shall mean the report containing the monitoring and status of implementation of the Project on various parameters as per the NSDC guidelines, in accordance with the terms of this Agreement including but not limited to the provisioning of training provided to the student/participant, provisioning of internship opportunities to the student/participant during the course of training with or without basic stipend.
- (xii) **"Project Proposal"** shall mean the proposal submitted by the Second Party for implementing the Project, mentioning *inter-alia* the project cost, benefits from the Project etc., the copy of the same is annexed herewith as Schedule IV;
- (xiii) **"Schedule(s)"** means the Schedule(s) to this Agreement and which forms an integral part of this Agreement.
- (xiv) **"Taxes"** shall mean and include all present and future taxes, levies, imposts, duties or charges of a similar nature whatsoever imposed or exempted by any Authority;



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(XV) "Term" shall have the meaning ascribed to it under Article V;

II. GENERAL TERMS OF THE AGREEMENT

- 2.1 (i) The Second Party hereby agrees to implement the Project as per the Project Proposal on the terms and conditions contained in this Agreement and the other Facility Agreements;
- (ii) The Second Party, as approved training partner of NSDC, further agrees to perform the Project as per the Project Proposal in accordance with such guidelines as mandated by NSDC from time to time and undertakes to comply with the said guidelines (including payment of partnership fee);
- (iii) The Second Party shall be severally liable to comply and fulfil all its obligations under this Agreement;
- (iv) If the Second Party fails, omits or neglects to observe or perform or commits or allows to be committed a breach of any of the terms, conditions, provisions or stipulations of this Agreement on its part to be observed and performed or in case of occurrence of any Material Adverse Effect ("Default"), then the First Party shall give written notice to Second Party to rectify the said default within a period of 45 (forty-five) days, failing which the First Party shall be entitled to initiate appropriate proceedings for termination of the Agreement and/or any other right or remedy which the First Party may have under this Agreement or otherwise in law;
- (v) The Second Party agrees that if as a result of review by the First Party or 'Project Monitor', it is of the opinion that the Second Party has neither implemented nor is likely to implement the Project in accordance with the Project Proposal, the First Party shall be entitled to terminate this Agreement;
- (vi) The Second Party shall submit all necessary and relevant documents demonstrating that the Project has been implemented as per the Project Proposal to the complete satisfaction of the First Party and shall submit the Implementation Progress Reports in time and as per the format provided hereto as Schedule II;
- (vii) The Second Party undertakes to comply with additional conditions as laid down in Schedule III;



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- (viii) The Second Party agrees that the First Party shall not be responsible for any financial or non-financial obligation(s) arising upon the Second Party due to any failure, non-fulfillment, deviation, omission and breach of any provisions of the Agreement or any law for the time being in force during the Second Party's performance of obligations under this Agreement;
- (ix) The Second Party undertakes that it shall be liable to the First Party for any third party claims which may arise out of the performance of the Second Party under the Agreement and the Second Party shall, at all times, indemnify and keep the First Party, its officials, employees partners and associates indemnified and harmless from any claims arising out of any act or acts, negligence, or failure to exercise proper precautions by the Second Party or its agents or employees of the Second Party;
- (x) The Parties agree that the present Agreement does not impose any fiscal obligation upon the First Party and that the Second Party shall have no right whatsoever, of claiming any reimbursement(s) or contribution(s) from the First Party for the performance of its obligations under the present Agreement;
- (xi) The Second Party irrevocably and unequivocally agrees and undertakes that in the event of breach/violation of any term or condition of this Agreement by the Second Party including failure in achievement of Milestones by the Second Party, the Second Party shall cease to be entitled for claiming and availing any benefit, advantage or gain which it may be claiming or availing by virtue of this Agreement. It is further agreed that claim of any such benefit shall be dependent upon the Second Party getting a year-on-year approval from the First Party of its status as a "training partner" of the First Party.
- (xii) The Second Party undertakes that NSDC shall have the right to nominate any person for appointment as its nominee member on the Board of Second Party in the event the Second Party contravenes any provision of this Agreement. The Second Party shall take necessary steps in this regard and ensure that such appointment is made within 15 days of the receipt of NSDC's nomination or within such period as agreed by NSDC.

III. SECOND PARTY'S REPRESENTATIONS AND WARRANTIES

- 3.1 Second Party hereby makes the following representations, warranties and confirmations; and state that the same are true, correct, valid and subsisting in every



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Upon such assignment, the Second Party shall fulfill and perform all its obligations to such assignee, in accordance with the terms and conditions of this Agreement, as if such assignee was the First Party herein and shall execute all documents required in this behalf by the First Party;

- 6.2 Save as aforesaid, this Agreement shall be binding upon and shall ensure for the benefit of the First Party and its successors in title and assigns and the Second Party and its successors in title.

VII. INDEMNITY

- 7.1 Without limiting any other rights which the First Party may have under this Agreement and under Law, the Second Party shall indemnify, defend, hold harmless and keep indemnified the First Party, its associates, partners or its directors or its employees from and against any claim or loss including without limitation, fines, penalties, fees, damage, costs (including legal fees and expenses), liability (whether criminal or civil) suffered and/or incurred by the First Party, its affiliates or its directors or its employees or its associates arising from or in connection with the performance of the Project by the Second Party under this Agreement or due to any breach of the terms and condition of this Agreement including any covenants, obligations and representations and warranties of the Second Party, or with any applicable Laws and regulations governing this Agreement by the Second Party under this Agreement. The provisions of this Clause shall survive the termination for a period of 6 months after expiry of this Agreement.

VIII. FAILURE TO ACHIEVE MILESTONES

- 8.1 The Second Party further agrees that in case of its failure to achieve the Milestones within the timelines as specified under the terms of this Agreement or in the event of breach of any term of this Agreement by the Second Party, the First Party may require the Second Party to comply with such conditions, which the First Party may deem fit and proper in the facts and circumstances of such failure.

IX. GENERAL

- 9.1 Any notice to be served by the First Party to the Second Party or vice-versa under this Agreement and or the Facility Agreements shall be deemed to be properly served on the same day if delivered personally; or in 3 (three) days from the date of posting if



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delivered under Registered Post with Acknowledgement Due; or on the same day if delivered by facsimile to the First Party or the Second Party, as the case may be, at their respective addresses mentioned below:

First Party: **National Skill Development Corporation**
Registered Office: 301, 3rd Floor, West Wing Worldmark 1, Asset 11, Aerocity, New Delhi-110037, India
Kind Attn.: The Managing Director and Chief Executive Officer, NSDC

Second Party: **Mahishadal Raj College**
Registered office: PO & PS: Mahishadal, Purba Medinipur, West Bengal, Pin: 721628
Kind Attn.: Dr. Sanjay Sen, Director
PAN No.: AADAM8309G

- 9.2 Time shall be the essence of this Agreement in so far as it relates to the observance or performance by the Second Party of all or any of its obligations hereunder.
- 9.3 This Agreement represents the entire Agreement in respect of the implementation of the Project and the obligations of the Second Party in relation thereto and shall be capable of variation in writing by a note of amendment ("Note of Amendment") duly signed and executed by authorized representative(s) on behalf of the First Party and the Second Party respectively.
- 9.4 **Dispute Resolution**
(i) All or any dispute arising out of this Agreement or its termination, breach, invalidity, including the interpretation and validity thereof and the respective rights and obligations of the Parties here of shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 which shall be final and binding arbitration. The proceedings of the arbitration shall be in accordance with the Rules of Arbitration of the Indian Council of Arbitration (ICA) which rules are deemed to be incorporated by reference in this clause and the award made in pursuance thereof shall be binding on the Parties;
(ii) The place of arbitration shall be New Delhi. The arbitration proceedings shall be conducted in the English language.
- 9.5 This Agreement shall be governed by and construed in accordance with the laws of India ("Governing Law").
- 9.6 All Schedules hereto shall be deemed to form an integral part of this Agreement and



Sanjay Sen

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in the event of any inconsistency or repugnancy between the contents of this Agreement and/or any Schedule hereto, the latter shall prevail to all intents and purposes.

IN WITNESS THEREOF THE PARTIES IN THEIR FREE VOLITION AND FULL UNDERSTANDING WITH THE INTENT TO LEGALLY BIND THEMSELVES TO THIS AGREEMENT EXECUTE THIS AGREEMENT THROUGH THEIR DULY AUTHORIZED PERSONNEL

<p>Signed and delivered for and on behalf of National Skill Development Corporation</p> <p>Manish Kumar Managing Director & Chief Executive Officer</p>	<p>Witnessed by: Signature: Name: Address: 301, 3rd Floor, West Wing Worldmark I, Asset 11, Aerocity, New Delhi-110037, India.</p>
<p>Signed and delivered for and on behalf of Mahishadal Raj College</p> <p><i>Sanjay Sen</i> Dr. Sanjay Sen Director</p> 	<p>Witnessed by: Signature: <i>Soumen Das</i> Name: <i>SOUMEN DAS</i> Address: <i>Mahishadal Raj College Mahishadal.</i></p>



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SCHEDULE I

Milestones

Particulars	Year 1	Year 2	Year 3	Total	% of Total Trainees
Sectors:					
Automotive	600	600	800	2,000	38%
Healthcare	500	500	500	1,500	28%
Tourism & Hospitality	600	600	600	1,800	34%
No. of Candidates	1,700	1,700	1,900	5,300	100%
No. of Candidates (Cumulative)	1,700	3,400	5,300	5,300	100%
No. of Placements	1,200	1,200	1,400	3,800	72%
No. of Centres	7	7	7	7	



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SCHEDULE II

FORMAT OF IMPLEMENTATION PROGRESS REPORT

Date:

Sno.	Particulars	Benchmarks/Outcome Parameters	Deviations
1.			
2.			
3.			
4.			

*The format is illustrative and indicative and shall be finalized between the First Party and the Second Party.



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SCHEDULE IV

PROJECT PROPOSAL

-----*as attached*-----





N · S · D · C

**National
Skill Development
Corporation**

Transforming the skill landscape

Manishadal Raj
College (R)

Stamp duty of INR 100/- paid vide Certificate No. 1N-DL099533329830500
dated 3/11/2022 in Delhi for execution of this Agreement.

AGREEMENT

This Agreement ("**Agreement**") is entered into this 16 day of November 2022 by and between:

National Skill Development Corporation (CIN: U85300DL2008NPL181612), a company incorporated under the Companies Act, 1956 and holding a license under Section 25 of the said Act, having its registered office at 301, 3rd Floor, West Wing Worldmark 1, Asset 11, Aerocity, New Delhi-110037, India (hereinafter referred to as the "**First Party**" / "**NSDC**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns);

AND

The legal entity as specified in **Schedule I** of this Agreement (hereinafter referred to as "**Second Party**" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) .

NSDC and the Second Party are hereinafter individually referred to as the "**Party**" and collectively as the "**Parties**".

WHEREAS:

- (i) NSDC is a not for profit company incorporated under the Companies Act, 1956 and holding a license under section 25 of the said Act.
- (ii) NSDC was established as a public private partnership with the object of developing unskilled and semi-skilled labour force into productive and skilled labour and to establish, manage, run and support institutes and polytechnics for achieving this objective.
- (iii) The Second Party is a legal entity as per details mentioned in **Schedule I** of this Agreement.
- (iv) NSDC endeavors to create a sustainable and enabling skill training ecosystem by promoting provision of market led Fee-based Services (*defined hereinafter*) and intends to establish a framework for aggregate and standardized training in high growth sectors by engaging various entities under Non-Funded Affiliation (*defined hereinafter*), as partners on service-to-service basis and provide joint certification with the partner to the candidates.



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- (v) In order to further its objectives, NSDC had notified a Scheme for market led Fee-based Services as on May 18, 2022 ("**Scheme**") inviting proposals for registering entities as Training Partners (*defined hereinafter*). The Second Party has submitted a Proposal (*defined hereinafter*), as set out in **Schedule VI** of this Agreement.
- (vi) NSDC has, after duly assessing viability of the Proposal, accepted the Proposal of the Second Party according to the terms of Scheme; pursuant to the terms and conditions as set out in this Agreement and Annexures and Schedules hereof and approved the Second Party as its "Training Partner" and has approved the Proposal.
- (vii) The Second Party has agreed that it shall implement the Proposal and perform the specified activities as mentioned in **Schedule VI** of this Agreement and shall, at all times remain subject to monitoring guidelines notified and as amended by NSDC from time to time, with respect to the implementation of the Proposal ("**Project**").

NOW THEREFORE, THESE PRESENTS WITNESSES AS FOLLOWS:

1. DEFINITIONS

In this Agreement, unless the context otherwise so requires, the following expressions shall have the meanings as set out against each of it. Any capitalized term used but not defined herein and defined in the Scheme, shall have the same meaning as defined in the Scheme:

- 1.1 "**Agreement**" shall mean this agreement.
- 1.2 "**Authority**" shall mean and include any applicable legislative body, regulatory or administrative authority, agency or commission, or any court, board, bureau, instrumentality, tribunal, or judicial or quasi-judicial or arbitral body having authority of law.
- 1.3 "**Confidential Information**" shall have the meaning ascribed to the term in Clause 5.4.
- 1.4 "**Constitutional Documents**" shall mean the registration documents of Second Party filed at the time of its registration/ incorporation and any amendments thereto.
- 1.5 "**Default**" shall have the meaning ascribed to the term in Clause 2.7.
- 1.6 "**Facility Agreements/Documents**" shall collectively mean and include this Agreement, Proposal, Proposal approval, Board Resolutions issued by the First Party in respect of the acceptance of the Proposal of the Second Party and all or any other Agreements, instruments, undertakings, deeds, writings and other documents executed

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or entered into, or to be executed or entered into by the Second Party and/or any other person in relation to or pertaining to the transactions contemplated by or under this Agreement and/or the other Facility Agreements, as amended from time to time.

- 1.7 "Fee" shall have the meaning ascribed to the term in Clause 3.1 of this Agreement.
- 1.8 "Fee-based Services" shall have the meaning ascribed to the term in the Scheme.
- 1.9 "Governing Law" shall have the meaning ascribed to the term in Clause 10.5.
- 1.10 "Implementation Progress Report" shall mean the quarterly report to be submitted by the Second Party thereby demonstrating the implementation of the Project made by the Second Party, as per the format provided under **Schedule III** hereto.
- 1.11 "Law" shall mean and include any statute, law, treaties, rule, regulation, ordinance, guideline, notification or any requirement, restriction, authorization, order, directive, permit, judgment, decree having the force of law and shall include any re-enactment, substitution or amendment thereof that is applicable to any transactions contemplated herein and/or to any other Facility Agreement, and/or to any of the respective Parties to this Agreement and/or any Facility Agreements. The term 'Law' shall not include the Governing Law.
- 1.12 "Material Adverse Effect" shall mean the effect or consequence of any event or circumstance which, is or is likely to be detrimental to or to adversely affect the ability of either Party to perform or comply with any of their respective obligations under this Agreement.
- 1.13 "Milestone(s)" shall mean the deliverables/targets which the Second Party undertakes to achieve and specified under the **Schedule II** of this Agreement.
- 1.14 "Non-Funded Affiliation" shall have the meaning ascribed to the term in the Scheme.
- 1.15 "Note of Amendment" shall have the meaning ascribed to the term in Clause 10.3.
- 1.16 "Partner" shall have the meaning ascribed to the term in the Scheme.
- 1.17 "Proposal" shall have the meaning ascribed to it in the Scheme and also includes the proposal document as set out in **Schedule VI** of this Agreement. In case of any inconsistency between the application (including requisite documents) submitted by Second Party for getting affiliated with NSDC as a Partner under the Scheme and the proposal document annexed as **Schedule VI** to this Agreement, the proposal document annexed as **Schedule VI** to this Agreement shall prevail.
- 1.18 "Project" shall have the meaning ascribed to the term in Recital VII of this Agreement.



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- 1.19 **"Project Monitor"** shall mean an authorized person appointed from time to time by the First Party or any other governmental agency from time to time at its sole discretion for the purpose of monitoring and inspection of the implementation of the Project as per the terms of Scheme and this Agreement.
- 1.20 **"Schedule(s)"** means the Schedule(s) to this Agreement and which forms an integral part of this Agreement.
- 1.21 **"Scheme"** shall have the meaning ascribed to the term in Recital V of this Agreement.
- 1.22 **"Taxes"** shall mean and include all present and future taxes, levies, imposts, duties or charges of a similar nature whatsoever imposed or exempted by any Authority.
- 1.23 **"Term"** shall have the meaning ascribed to it under Clause 6.1.
- 1.24 **"Training Partner"** shall have the same meaning as ascribed to the term "Partner", and both these terms have been used interchangeably in this Agreement.

2. GENERAL TERMS OF THE AGREEMENT

The Parties agree on the following terms:

- 2.1 The Parties agree to terminate the agreement dated _____ and substitute it with this Agreement from the Effective Date. All the provisions, terms & conditions of and rights & obligations of the Parties under aforesaid agreement shall cease to have effect from the Effective Date.
- 2.2 The Second Party hereby agrees to register under the Scheme for Non-Funded Affiliation providing various Fee-based Services as mentioned in the Proposal on the terms and conditions contained in the Scheme and the other Facility Agreements.
- 2.3 The Second Party, as approved Training Partner of NSDC, further agrees to execute the Project in accordance with the Scheme and such other guidelines as mandated by NSDC from time to time and undertakes to comply with the said Scheme and other guidelines notified by NSDC from time to time (including payment of partnership fee).
- 2.4 The Second Party shall be severally liable to comply and fulfil all its obligations under this Agreement.
- 2.5 NSDC shall issue a Certificate of Partnership, on yearly basis subject to the terms of Scheme.



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- 2.6 The Second Party hereby unconditionally agrees and undertakes to achieve the Milestones. The Second Party further agrees and undertakes to perform all roles and obligations in compliance with all applicable Laws and as envisaged in, *inter alia*, the Scheme, and this Agreement.
- 2.7 If the Second Party fails, omits or neglects to observe or perform or commits or allows to be committed a breach of any of the terms, conditions, provisions or stipulations of this Agreement on its part to be observed and performed or in case of occurrence of any Material Adverse Effect ("**Default**"), then the First Party shall give written notice to Second Party to rectify the said default within a period of 45 (forty-five) days, failing which the First Party shall be entitled to initiate appropriate proceedings for termination of the Agreement and/or any other right or remedy which the First Party may have under this Agreement or otherwise in law.
- 2.8 The Second Party agrees that if as a result of review by the First Party or 'Project Monitor', it is of the opinion that the Second Party has neither implemented nor is likely to implement the Project in accordance with the Scheme and / or this Agreement, the First Party shall be entitled to terminate this Agreement.
- 2.9 The Second Party shall submit all necessary and relevant documents demonstrating that the Project has been implemented as per the Scheme and this Agreement to the complete satisfaction of the First Party and shall submit the Implementation Progress Reports in time and as per the format provided hereto as **Schedule III**.
- 2.10 The Second Party undertakes to comply with additional conditions as laid down in **Schedule IV**.
- 2.11 The Second Party agrees that the First Party shall not be responsible for any financial or non-financial obligation(s) arising upon the Second Party due to any failure, non-fulfillment, deviation, omission and breach of any provisions of the Agreement or any law for the time being in force during the Second Party's performance of obligations under this Agreement.
- 2.12 The Second Party undertakes that it shall be liable to the First Party for any third party claims which may arise out of the performance of the Second Party under the Agreement and the Second Party shall, at all times, indemnify and keep the First Party, its officials, employees partners and associates indemnified and harmless from any claims arising out of any act or acts, negligence, or failure to exercise proper precautions by the Second Party or its agents or employees of the Second Party.
- 2.13 The Parties agree that the present Agreement does not impose any fiscal obligation upon the First Party and that the Second Party shall have no right whatsoever, of



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claiming any reimbursement(s) or contribution(s) from the First Party for the performance of its obligations under the present Agreement.

- 2.14 The Second Party irrevocably and unequivocally agrees and undertakes that in the event of breach/violation of any term or condition of this Agreement by the Second Party including failure in achievement of Milestones by the Second Party, the Second Party shall cease to be entitled for claiming and availing any benefit, advantage or gain which it may be claiming or availing by virtue of the Scheme or under this Agreement. It is further agreed that claim of any such benefit shall be dependent upon the Second Party getting a year-on-year approval from the First Party of its status as a "Training Partner" of the First Party.
- 2.15 The Second Party undertakes that NSDC shall have the right to nominate any person for appointment as its nominee member on the Board of Second Party in the event the Second Party contravenes any provision of this Agreement. The Second Party shall take necessary steps in this regard and ensure that such appointment is made within 15 days of the receipt of NSDC's nomination or within such period as agreed by NSDC.
- 2.16 The Second Party agrees that in addition to the provisions of this Agreement, it shall be bound by and execute the Project in accordance with the provisions of the Scheme which may be amended by NSDC from time to time in its sole discretion.
- 2.17 The Parties agree that notwithstanding anything provided in this Agreement and / or any other document(s), in case of any inconsistency between the terms of this Agreement and the terms of the Scheme, the terms of the Scheme shall prevail.

3. FEE AND PAYMENT TERMS

- 3.1 The Second Party shall pay to NSDC for the benefits provided to the Second Party under the Scheme, such fee as agreed between the Parties in the Term Sheet ("Fee"), annexed herewith as **Schedule V**.
- 3.2 The Fee mentioned above shall be exclusive of all applicable Taxes. The Second Party shall make the payment of the Fee within the time agreed in the Term Sheet, to NSDC in the account, details of which are mentioned in **Schedule IV**.
- 3.3 In the event that any part of the Fee is not paid on the prescribed time, NSDC shall have the right to terminate this Agreement and disentitle Second Party as a 'Training Partner' of NSDC.
- 3.4 The Second Party agrees and undertakes that it shall have no claims against NSDC at any time and that unless otherwise agreed by NSDC in writing, NSDC shall in no event



Sabir



be liable to make any payment of any kind, whatsoever, to Second Party during the Term of this Agreement or thereafter.

4. SECOND PARTY'S REPRESENTATIONS AND WARRANTIES

Second Party hereby makes the following representations, warranties and confirmations; and state that the same are true, correct, valid and subsisting in every respect as on the date of this Agreement and shall remain true, correct, valid and subsisting in every respect:

- 4.1 That the information given in the Proposal and any prior or subsequent information or explanation furnished by the Second Party to the First Party are true, complete and accurate in all respects and that no facts or information necessary to be furnished by the Second Party has been omitted to be stated by the Second Party.
- 4.2 That the Second Party is duly incorporated and validly existing under the Laws of India and the execution of this Agreement and implementation of the Project is not in conflict/violation of its Constitutional Documents.
- 4.3 That it is in compliance of all applicable Laws and possesses all statutory approvals and compliances for the execution of this Agreement and the other Facility Agreements and for implementation of the Project.
- 4.4 That it possesses the necessary skills, capabilities, and expertise required to fulfil its obligations under this Agreement and the Scheme.
- 4.5 The Second Party is not in arrears of any public demands such as income tax, service tax, corporation tax or any other taxes or any other statutory dues payable to any Authority.
- 4.6 No litigation, arbitration, administrative or other proceedings are pending or threatened against the Second Party or its assets.
- 4.7 The Second Party has not entered into any material agreement in connection with the Project that has not been disclosed in writing to the First Party.
- 4.8 That the Second Party does not violate any covenants, conditions and stipulations of any of its existing agreement and shall at all times abide by all the terms and conditions of this Agreement and Facility Agreement(s), if any.



Sabir



5. COVENANTS

During the subsistence of this Agreement, the Second Party hereby agrees to:

5.1 promptly notify the First Party:

- (a) of any event or circumstance which would, or is likely to, result in any of the representations and warranties made by the Second Party hereunder becoming untrue, incorrect or misleading in any manner;
- (b) of any circumstance or event which would, or is likely to interfere in/prevent/delay the proper implementation of the Project in accordance with the Scheme, or other similar happenings likely to have a Material Adverse Effect on the Project;
- (c) of any material loss or damage which the Second Party may suffer due to any event, circumstances or act of God.

5.2 deliver to the First Party:

- (a) Implementation Progress Reports in format agreed upon by both Parties, shall be submitted by the Second Party to the First Party demonstrating the status of the Scheme and the achievement of Milestones;
- (b) any other document as may be reasonably required by the First Party to determine the implementation of the Project by the Second Party as per the terms of this Agreement and the Scheme.

5.3 make timely payment of Fee mentioned in Clause 3 of this Agreement on or before its due date of payment, to NSDC.

5.4 treat any and all information (including any and all combinations of individual items of information) disclosed by NSDC to the Second Party, either directly or indirectly in writing, graphically, pictorially, in machine-readable form, by electronic transmission, visually and/ or in another non-written form, including, without limitation, by observation or examination of NSDC and/ or its affiliates' facilities and/ or operations or otherwise, whether tangible or intangible, and whether or not designated as confidential or proprietary information ("**Confidential Information**"), under this Agreement, in strictly confidential manner.



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6. TERM AND TERMINATION

- 6.1 The term of this Agreement [i.e. date of commencement ("**Effective Date**") and date of expiry] is specified in Annexure - I ("**Term**") unless renewed in writing by the Parties. However, for the purposes of Second Party being termed as "Training Partner" of NSDC, it is necessary that this Agreement as well as the Certificate of Partnership issued by NSDC in accordance with the provisions of Scheme are valid. In case either of the aforesaid two documents (i.e. Agreement or Certificate of Partnership) has expired or has been terminated, the Second Party shall not be entitled to hold itself out as an "Training Partner" of NSDC nor shall it be entitled to take any benefit associated with or arising out of the such partnership.
- 6.2 Subject to the terms of this Agreement, the First Party may terminate and / or suspend the operation of this Agreement:
- 6.2.1 on mutual agreement between both the Parties; or
 - 6.2.2 in accordance with Clause 2.7; or
 - 6.2.3 in accordance with Clause 2.8; or
 - 6.2.4 in accordance with Clause 3.3; or
 - 6.2.5 in case the Second Party fails to achieve the Milestones; or
 - 6.2.6 in case the Second Party fails to adhere to the monitoring and branding guidelines devised by NSDC; or
 - 6.2.7 in case the Second Party commences, or there has commenced against it, proceedings under any applicable law which materially affects its obligations under this Agreement and in the implementation of the Project; or
 - 6.2.8 in case the Second Party fails to fulfil or is in material breach of the obligations set out in this Agreement or other Facility Agreements. Provided that, any portion of this Agreement that is not terminated or suspended shall remain in force and effect.
- 6.3 **Consequences of Termination:**
- 6.3.1 Upon termination, the Second Party shall cease to be a 'Training Partner' and shall immediately cease to represent itself as such. Second Party shall further, take the necessary steps to remove all references to NSDC or its affiliates from its websites or any other publication;



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- 6.3.2 The Second Party shall cease to be entitled for claiming and availing any benefit, advantage or gain which it may be claiming or availing by virtue of the Scheme and this Agreement;
- 6.3.3 The Second Party shall return NSDC all Confidential Information received by it.

7. FAILURE TO ACHIEVE MILESTONES

The Second Party further agrees that in case of its failure to achieve the Milestones within the timelines as specified under the terms of this Agreement or in the event of breach of any term of this Agreement by the Second Party, the First Party may require the Second Party to comply with such conditions, which the First Party may deem fit and proper in the facts and circumstances of such failure.

8. ASSIGNMENT

- 8.1 The Second Party shall not be entitled to assign any of its rights, benefits or obligations under this Agreement and/or any other Facility Agreements without written consent of the First Party. The First Party may however transfer or assign any of its rights or obligations under this Agreement and/or Facility Agreements at its sole discretion. Upon such assignment, the Second Party shall fulfill and perform all its obligations to such assignee, in accordance with the terms and conditions of this Agreement, as if such assignee was the First Party herein and shall execute all documents required in this behalf by the First Party;
- 8.2 Save as aforesaid, this Agreement shall be binding upon and shall ensure for the benefit of the First Party and its successors in title and assigns and the Second Party and its successors in title.

9. INDEMNITY

Without limiting any other rights which the First Party may have under this Agreement and under Law, the Second Party shall indemnify, defend, hold harmless and keep indemnified the First Party, its associates, partners or its directors or its employees from and against any claim or loss including without limitation, fines, penalties, fees, damage, costs (including legal fees and expenses), liability (whether criminal or civil) suffered and/or incurred by the First Party, its affiliates or its directors or its employees or its associates arising from or in connection with the performance of the Second Party or its associates, employees, agents, affiliates etc. in implementation of the Project by the Second Party under this Agreement or due to any breach of the terms



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and condition of this Agreement including any covenants, obligations and representations and warranties of the Second Party, or with any applicable Laws and regulations governing this Agreement by the Second Party under this Agreement. The provisions of this Clause shall survive the termination for a period of 6 months after expiry of this Agreement.

10. GENERAL

- 10.1 Any notice to be served by the First Party to the Second Party or vice-versa under this Agreement and or the Facility Agreements shall be deemed to be properly served on the same day if delivered personally; or in 3 (three) days from the date of posting if delivered under Registered Post with Acknowledgement Due; or on the same day if delivered by facsimile to the First Party or the Second Party, as the case may be, at their respective addresses mentioned in **Schedule I** of this Agreement
- 10.2 Time shall be the essence of this Agreement in so far as it relates to the observance or performance by the Second Party of all or any of its obligations hereunder.
- 10.3 This Agreement may be amended only in writing by a note of amendment ("**Note of Amendment**") duly signed and executed by authorized representative(s) on behalf of the First Party and the Second Party respectively.
- 10.4 Dispute Resolution**
- 10.4.1 All or any dispute arising out of this Agreement or its termination, breach, invalidity, including the interpretation and validity thereof and the respective rights and obligations of the Parties here of shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 which shall be final and binding arbitration. The proceedings of the arbitration shall be in accordance with the Rules of Arbitration of the Indian Council of Arbitration (ICA) which rules are deemed to be incorporated by reference in this clause and the award made in pursuance thereof shall be binding on the Parties.;
- 10.4.2 The place and seat of arbitration shall be New Delhi. The arbitration proceedings shall be conducted in the English language.
- 10.5 This Agreement shall be governed by and construed in accordance with the laws of India ("**Governing Law**").
- 10.6 All Schedules hereto shall be deemed to form an integral part of this Agreement and in the event of any inconsistency or repugnancy between the contents of this



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Agreement and/or any Schedule hereto, the latter shall prevail to all intents and purposes.

- 10.7 The Parties hereto acknowledge, confirm and undertake that this Agreement and all other Facility Agreements constitute the entire understanding between the Parties in respect of the matters provided herein, and supersedes all oral negotiations, prior written and oral agreements between the Parties, if any, in this regard.
- 10.8 The original executed Agreement shall be retained by NSDC, and a certified copy of the same shall be provided to the Second Party.

IN WITNESS THEREOF THE PARTIES IN THEIR FREE VOLITION AND FULL UNDERSTANDING WITH THE INTENT TO LEGALLY BIND THEMSELVES TO THIS AGREEMENT EXECUTE THIS AGREEMENT THROUGH THEIR DULY AUTHORIZED PERSONNEL

For National Skill Development Corporation	For Mahishadal Raj College
 Sign:  Name: Sanjeeva Singh Designation: EVP, CSR & Skill Development Financing	 Sign:  Name: Prof. Samir Kr. Patra Designation: Teacher-in-Charge & Secretary.







SCHEDULE I

1. Details of Second Party

Name	Mahishadal Raj College
Address	Grankamalpur, PO-Mahishadal, PS-Mahishadal Dist-Purba Medinipur, State-W.B, PIN-721628
Type of entity	Society
Incorporation Number	S 0060232 of 2019-20
PAN	AADAM309G
Name & Designation of Authorised Signatory	Prof. Samir Kr. Patra, Teacher-in-charge & Secretary
Date of Board / Governing Body Meeting Resolution in favour of Authorised Signatory	1 st May 2021

2. Term :

Date of commencement of the Agreement ("Effective Date")	16 th November 2022
Date of expiry of the Agreement	15 th November 2025

**3. Address for notice:
To NSDC:**

Attention	The MD & CEO
Address	301, 3rd Floor, West Wing Worldmark I, Asset 11, Aerocity, New Delhi-110037

To Second Party:

Attention	Prof. Samir Kr. Patra, Teacher-in-charge & Secretary
Address	Grankamalpur, PO-Mahishadal, PS-Mahishadal Dist-Purba Medinipur, State-W.B, PIN-721628

SCHEDULE II

MILESTONES

-----as attached-----



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SCHEDULE III
FORMAT OF IMPLEMENTATION PROGRESS REPORT

Date:

Sno.	Particulars	Benchmarks/Outcome Parameters	Deviations
1.			
2.			
3.			
4.			

*The format is illustrative and indicative and shall be finalized between the First Party and the Second Party.



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SCHEDULE IV

A. CONDITIONS FOR IMPLEMENTATION:

The Second Party shall comply with the following conditions for the implementation of the Project in terms of this Agreement and the Scheme:

- i. Execution of the Agreement between First Party and the Second Party.
- ii. Submission of certified copy of the board resolution/ Power of Attorney/delegation of powers of the Second Party thereby approving the undertaking of the Project in accordance with the guidelines prescribed by NSDC for implementation of the Project under the Scheme;
- iii. The Second Party hereby agrees that the First Party shall have the discretion to conduct checks and audits depending on the situation of the case.
- iv. Furnishing of an undertaking by the Second Party, thereby undertaking that there shall not be any double counting that is to say that the number of candidates trained under the Project as approved by NSDC under the Agreement shall not be counted and/or shown as the numbers of candidates trained for any central government ministry which are mandated for skill development under any other project of Second Party and/or its local partners.

B. SPECIAL CONDITIONS

The Second Party hereby agrees, undertakes and confirms to the following terms and conditions:

- i. The Second Party shall upload the details of all the trainees for approved courses on Skill India portal (SIP) within 15 days of batch commencement, as per the existing Monitoring Policy of NSDC.
- ii. NSDC Partnership shall be applicable only for the trained candidates uploaded on SIP by the Second Party under the terms of this Agreement.
- iii. The e-certificates issued to the trained candidates by the Second Party shall be co-branded and barcoded by NSDC, based on the data reported on SIP. The usage of the NSDC logo on the certificates by the Second party, shall be restricted only for the trained candidates as per the data uploaded on SIP.
- iv. The Second Party shall quarterly reconcile the details of trainees enrolled and certified by the Second Party as uploaded on SIP.



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- v. The Assessment & Certification shall be done by the respective Sector Skill Council or third party assessment agency only.
- vi. The yearly NSDC Partnership certificate shall be issued by NSDC based on the actual performance of the Second Party against the committed Milestones, and timely payment of Fee.
- vii. The training centers of the Second Party created under Market Led Program shall meet the guidelines of accreditation and affiliations.
- viii. The Second Party shall strictly adhere to NSDC branding guidelines.
- ix. The Second Party shall not use the title diploma, graduate, degree in any of its courses unless the Second Party has the permit from the appropriate authorities.
- x. The Second Party has all the valid approvals for commencement and operating the centers and shall ensure that the aforesaid approvals remain valid during the Term of this Agreement.
- xi. The Second Party shall make timely payment of the Fee as mentioned in Clause 3.1 of this Agreement in the bank account of NSDC, details of which are mentioned below –

Account Name	National Skill Development Corporation
Bank	State Bank of India
Bank Account no.	30479747590
IFSC Code	SBIN0000625
Branch Address	(00625) Central Secretariat, North Block, New Delhi-110001

- xii. The Second Party shall ensure that the trained and placement targets are achieved without any deviation on yearly basis. Further, in case the Second Party is not able to achieve any of these then NSDC has right to discontinue the partnership.



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SCHEDULE V

TERM SHEET

-----as attached-----



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SCHEDULE VI

PROPOSAL

-----*as attached*-----



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NATIONAL SKILL DEVELOPMENT CORPORATION

301, 3rd Floor, West Wing, WorldMark 1, Aerocity,
New Delhi - 110037

Tel.: 011 4745 1600 - 10 | Fax: 011 4656 0417
www.nsdcindia.org



*Scan QR code with your Mobile Phone or App for Verification of the Certificate



Certificate No. NSDC/2023-24/0606

Certificate of Partnership

This is to certify that

Mahishadal Raj College

is an **Approved Training Partner** of
National Skill Development Corporation (NSDC)

Date of Issue: November 16, 2023

Valid Upto: November 15, 2024



Skill India
कौशल भारत - कुरुल भारत

VED MANI TIWARI
Chief Executive Officer

5th & 6th Floor, Kaushal Bhawan, New Moti Bagh, New Delhi - 110023
T: +91-11-71600050 • F: +91-11-71600060 | CIN: U85300DL2008NPL161612

To verify NSDC training partner details, visit www.nsdcindia.org or write to monitoring@nsdcindia.org

MEMORANDUM OF UNDERSTANDING

BETWEEN

MAHISHADAL RAJ COLLEGE

AND

AUTOMOTIVE SKILL DEVELOPMENT COUNCIL

FOR

SKILL DEVELOPMENT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this Seventeenth day of June, 2020, by and

Between

MAHISHADAL RAJ COLLEGE, a NAAC Accredited Grade – A College, NSDC Non Funding Training Partner & DDU KAUSHAL Kendra of UGC, situated in - PO & PS : Mahishadal, Dist: PurbaMedinipur, West Bengal, Pin: 721628 and represented herein by its Principal, Dr. Asim Kumar Bera (the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors- in -office, administrators and assigns).

And

Automotive Skills Development Council (herein after referred to as 'ASDC'), a society registered under the Societies Registration Act, 1860, having its registered office at Leela Building, 153 GF, Okhla Phase III, Okhla Industrial Area, New Delhi - 110020, which expressions shall include its subsidiaries, affiliates, associates, legal assigns and successors.

Objective

- (A) The objective of the MOU is to enter into a partnership which will facilitate assessment of all levels of qualification packs by Skill council, developing new QPs from NSQF level 3 to NSQF level 10, Learning and Skill building of the selected youth who have been enrolled into various programmes being offered by the Institute/University/College.
- (B) The purpose is also to facilitate and create a pool of qualified resources to meet the requirement in the area of Automotive. In-line with the national priority of Skill building for employability, this innovative model will help to address the issues of unemployment in the state through a meaningful partnership.
- (C) Both Institute/University/College and Skill council intend to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:



CLAUSE

1.1 Curriculum Design

Both Mahishadal Raj College and Skill council (ASDC) shall work for exploring opportunities of developing new qualification packs from NSQF Level 3 to NSQF level 10 and Skill development initiative in the area of automotive so that the students fit into the industrial scenario meaningfully.

1.2 Industry Exchange Programme

Both Mahishadal Raj College and Skill council (ASDC) shall work for the exchange of faculty/Experts depending on the requirement and experience for the benefit of the students and the research scholars and industry. ASDC will help in identifying suitable industry partners for OJT of students of various courses and may incur extra cost to be borne by the Mahishadal Raj College.

1.3 Exchange of Knowledge Resource

Cost pertaining to the ASDC content, books, journals and teaching materials including textbooks, audio-videos, publications, reports and other teaching aids will be borne by the Mahishadal Raj College.

1.4 Guest Lectures

ASDC to extend the necessary support to deliver guest lectures to the student on demand by the Institution/University/College on the technology trends and in house requirements. However, it may add an extra cost to be borne by the Mahishadal Raj College, the same could be decided mutually based on the SOW.

1.5 Fee for the assessment

ASDC will charge Rs. 800/- + Taxes (if applicable), for technical and non- technical job roles, assessment fee from the individual student for accessing the candidates based on the qualification packs. The fee may get revised depending on MSDE/NSDC guidelines.



1.6 Duration of MOU

2 Years which could be further extended by mutual agreement. However, it will be reviewed ever year.

1.7 Capacity Building

- ASDC in with Mahishadal Raj College will map qualification packs related to be offered at the Mahishadal Raj College
- Facilitate content development, AR/VR based study material
- Facilitate in providing assessments to faculty at their premises.
- Exploring the avenues for undertaking joint research studies as per the mutually agreed areas and topics.

STATEMENT OF UNDERSTANDING

This document is a statement of understanding and is not intended to create binding or legal obligations on either party.

Signed for and on behalf of

Date: June 17, 2020

For MAHISHADAL RAJ COLLEGE

For Automotive Development skill council



Dr. Asim Kumar Bera
Principal

Principal
MAHISHADAL RAJ COLLEGE



Authorized Signatory



WITNESS:

1. Biswapit Ghosh
2. Sudipta Maiti

1.  26/06/20
2.  26/06/2020



पश्चिम बंगाल WEST BENGAL

22AB 826411



Agreement of Collaboration (AoC)

This **Agreement of Collaboration** (here-in-after called as the **AoC**) is entered on this day the **July 6, 2018** by and between **MAHISHADAL RAJ COLLEGE**, located at Garh Kamalpur, Mahishadal, Purba Medinipur, PIN 721628, West Bengal; **THE FIRST PARTY** represented here-in by its Principal (here-in-after 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 assignees.

AND

THE SECOND PARTY (here-in-after called the Second Party), represented by the **TECH SKILL FOUNDATION**, located at 24 Girish Chandra Bose Road, Kolkata 700014, West Bengal; unless excluded by or repugnant to the subject of context shall include its successors (in office), administrators and assignees.

First and Second Parties here-in-after will jointly be referred as **PARTIES** and individually as **PARTY**. **WHEREAS:**

First Party is a higher educational institution namely:

MAHISHADAL RAJ COLLEGE, GARH KAMALPUR, MAHISHADAL, PURBA MEDINIPUR, WEST BENGAL, PIN 721628

Tech Skill Foundation
Debashis Banerjee
Director

[Signature]
Principal
Mahishadal Raj College
Mahishadal, Purba Medinipur

051630

Sl. No. Sold to

Address

A. K. Maitly

Licensed Stamp Vendor

10, Old Post Office Street

Kolkata - 700001

Rs. 10/- (Rupees Ten only)

Issue Date



6 JUN 2016

CHU GOPAL SHAW
NEAR THE C.M.M.'S COURT
2, BANK SWALL STREET
KOLKATA - 700001

Second Party is a technical training and educational institution namely:

TECH SKILL FOUNDATION, 24 GIRISH CHANDRA BOSE ROAD, KOLKATA 700014, WEST BENGAL

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 AoC for advancing their mutual interest. Now therefore, in consideration of the mutual promises set forth in this AoC, 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 training programmes including conferences, seminars and study-tours.

The purpose of this **AoC** 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. The purpose of this agreement is purely knowledge-based and academic. Both the Parties are intending to specifically undertake:

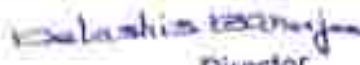
- Customise course curriculums and training as per requirements.
- Carrying out different awareness programmes, seminars and symposiums, workshops, specialized trainings.
- Exchange of Resource Persons faculties and staff.
- Exchange of ideas and data that are required for conducting projects.

CLAUSE 2: MODE OF OPERATION

Both parties will provide necessary support for effective implementation of the **AoC** within the institutional rules, regulations and procedures. This **AoC** shall be effective from the date it is signed by both the parties. The activities under this **AoC** shall be coordinated, monitored and recorded by the **Internal Quality Assurance Cell (IQAC)** of **MAHISHADAL RAJ COLLEGE** and the competent authority of **TECH SKILL FOUNDATION**. 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


Principal
Mahishadal Raj College
Mahishadal, Purba Medinipur

Tech Skill Foundation

Director

No financial commitment is required /involved to execute the terms and conditions of this AoC. In case of any financial assistance received as extramural grant to any party of this AoC, 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 AoC. 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. **MAHISHADAL RAJ COLLEGE** and **TECH SKILL FOUNDATION** that:

1. **MAHISHADAL RAJ COLLEGE** and **TECH SKILL FOUNDATION** may mutually use and share educational facilities and may jointly guide staff and students at various levels of academia.
2. **MAHISHADAL RAJ COLLEGE** and **TECH SKILL FOUNDATION** may mutually conduct professional courses / training programmes / workshops / seminars / conferences / field study for which ***certificates will jointly be issued by both the institutions, to all candidates after successful completion of the same.***
3. In case of any dispute resulting from or related to this AoC, the Parties agree to attempt to resolve such dispute amicably. This AoC 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 MAHISHADAL RAJ COLLEGE** and the **Director of TECH SKILL FOUNDATION**, in a spirit of independence, mutual respect, and shared responsibility.
4. The AoC 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 AoC 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.


Principal
Mahishadal Raj College
Mahishadal, Purba Medinipur

Tech Skill Foundation

Director


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



Signature / Seal
Principal
MAHISHADAL RAJ COLLEGE



Principal
Mahishadal Raj College
Mahishadal, Purba Medinipur
Witnesses

1. Sajay Sen
6/7/2018
2. Kishore Kumar
06/07/2018
3. 
06-07-2018

Tech Skill Foundation



Director

Signature / Seal
Director
TECH SKILL FOUNDATION

Rajesh Kumar Bajpai

Notary, Govt. of India

Regn. No. 13780/2018

Sl. No. 010 of 2021

Professional Address :

C.M.M.S.' Court Compound

253, Barkahall Street,

Calcutta - 700 001

Mob. : 9331067547

8920387547

E-mail : rajeshbajpai11@yahoo.com

NOTARIAL CERTIFICATE

(Pursuant to Section 8 of the Notaries Act 1952)

TO ALL TO WHOM THESE PRESENTS shall come, I Rajesh Kumar Bajpai duly authorised by the Government of India to practice as a NOTARY Regn. No. 13780/2018 do hereby verify, authenticate, certify, attest as under the execution of the instrument annexed hereto collectively marked 'A' on its being executed, admitted and identified by the respective signatories as to the matters contained there in, presented before me.

According to that this is to certify, authenticate and attest that the annexed instrument 'A' is the Memorandum of Understanding

Principal of Mahishadal Raj College,
PO + PS - Mahishadal Dist. Purba -
Medinipur pin-721628, and others,
as per the same.



PRIMA FACIE the annexed instrument 'A' appears to be in the usual procedure to be observed and as well as need of execution shall or may require for the same.

IN FAITH AND TESTIMONY WHERE OF being required of a NOTARY the said notary do hereby subscribe my hand and affix my seal of the office at Kolkata on this the 25th day of January in the year of Christ 2021



25 JAN 2021

Rajesh Kumar Bajpai
Notary 25/1/2021



गन्धिधरवला पश्चिम बंगाल WEST BENGAL

AA 679353

MEMORANDUM OF UNDERSTANDING

BETWEEN

MAHISHADAL RAJ COLLEGE

AND

**INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SCHOOL OF BUSINESS,
KOLKATA, INDIA**

ON

**FRIENDSHIP AND COOPERATION, PROMOTION OF MUTUAL UNDERSTANDING,
ACADEMIC, CULTURAL AND SCIENTIFIC THOUGHT AND PERSONNEL
EXCHANGE**

MAHISHADAL RAJ COLLEGE
GANDHIDHARWALA
WEST BENGAL
INDIA

25 JAN 2021

INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES
SCHOOL OF BUSINESS
24, CHANDAN ROAD
KOLKATA - 700 011
INDIA

25 JAN 2021



Atm. Kumar's Room
Principal
MAHISHADAL RAJ COLLEGE

Signature
Chairman

25 SEP 2020

18658

Post No. _____
NAME _____
ADDRESS _____
P. Main Street (Block No - 14)
Kolkata-700 018

Postmark: _____
Licensed Stamp Vendor
Brijit Sarkar

International Institute
Management Sciences Soc.
Business, Kolkata
33A, J.L. Nehru Road,
Chatterjee Int. Centre
14th Floor, Room No.-5
Kolkata - 71

Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as "MoU") is entered into on this the 15th day of JANUARY, 2021 by and between:



MAHISHADAL RAJ COLLEGE, a NAAC Accredited Grade - A College, NDEC, Non Funding, Training Partner & TDU KAUNTAI, Kanchi of UGC, situated in - PO & PS - Mahishadal, Dist. Purba Medinipur, West Bengal, Pin- 721028 represented hereby by **Dr. Axon Kumar Bera, Principal** (here in after referred as '**First Party**'), the institution which expression, unless excluded by or repugnant to the subject or context shall include it's successors -in-office, administrators and assigns).

AND

INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SCHOOL OF BUSINESS, KOLKATA

Address: 14th Floor, Room- 5, Chatterjee International Centre, 33A, J. L. N. Road, Kolkata - 700071, W. Bengal, India, a Trust registered under Indian Trusts Act. It is represented by it's **Chairman Dr. Sandip Kar**, referred as **Second Party**, the institution which expression, unless excluded by or repugnant to the subject or context shall include it's successors -in-office, administrators and assigns).

Dr. Axon Kumar Bera
PRINCIPAL
MAHISHADAL RAJ COLLEGE

WHEREAS

- (A) First Party is a Higher Educational Institution named: **Mahishadal Raj College**.
- (B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- (C) **IIMSSOB** is an established management institute Registered under Indian Trusts Act, wishes to strengthen its research and educational abilities, and has entered into various collaborative arrangements with others to enhance its academic links and cooperation.

Dr. Sandip Kar
Chairman

DR. AXON KUMAR BERA
Principal
MAHISHADAL RAJ COLLEGE
PO & PS - Mahishadal
Dist. Purba Medinipur
Pin- 721028

25 JAN 2021



- D) The Parties are desirous of entering this Memorandum of Understanding to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.
- E) The Parties intend to cooperate and focus their efforts on cooperation within area of Education, Research, Skill development, Need base Training and the other innovative programmes in various fields.
- F) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

NOW THIS MOU WITNESSES AS FOLLOWS:

OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each party's country, shall endeavour to strengthen, promote and develop Education, Training, Research and Projects cooperation between the Parties on the basis of equality and mutual benefit.

Shri. Kamal Bhoj
Principal
Maheshwari (M) College

AREAS OF COOPERATION

- 2.1 Both parties agree to encourage the following activities, in particular, in prime Academic, Research, Training & Projects cooperation in the following areas:
- a) Institutional exchanges between faculty and staff from each partner institution;
 - b) Acceptance of students of each partner institution for periods of study and/or research;
 - c) Organization of symposia, conferences, courses, Training, Workshop and meetings on research issues;
 - d) exchange of information pertaining to developments in teaching, student development and research institutions;

Dr. Anshu
Principal

MAHESHWARI (M) COLLEGE
HILLTOP ROAD, MAHESHWARI
KOLKATA - 700 016
West Bengal, India
Contact: 98302 21111
maheshwari@maheshwari.ac.in

25 JAN 2021



- e) cooperation in any other areas as agreed to by the Parties from time to time and
- f) Arrangement of Cross Credit Programmes, Collaborative Programmes, Skill development programmes, Need Based Training Programmes and other innovative programmes in different field.
- g) Execute project in different sectors jointly.
- h) Both parties will mutually promote information and activities of partner universities within the Med³ on their respective websites.

2.2 For the purpose of implementing the co-operation in respect of any areas stated in paragraph 2.1 the Parties shall enter into agreements subject to terms and conditions as mutually agreed upon by the parties including clauses on "confidentiality", "suspension", "protection of intellectual property rights" and "settlement of disputes".

FINANCIAL ARRANGEMENTS

- 3.1 This Memorandum of Understanding shall not give rise to any financial obligation by one Party to the other.
- 3.2 The financial responsibility of each party will be agreed upon by the two parties in each specific cooperation project (Project to Project basis)

EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and shall not give rise to any legal process and shall not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either party as the agent of the other.

Dr. Jitendra Kumar, BSc
 PRINCIPAL
 MAHESHWARI UNIVERSITY

Dr. Jitendra Kumar
 CHAIRMAN

RECEIVED
 MAHESHWARI UNIVERSITY
 JAIPUR
 25 JAN 2023

25 JAN 2023

ENTRY INTO EFFECT AND DURATION

- 6.1 This Memorandum of Understanding shall become effective as of the date of signatures of both parties, or if the dates vary, from the date of the later signature.
- 6.2 This Memorandum of Understanding shall remain in effect for a period of TWENTY (20) years.
- 6.3 This Memorandum of Understanding may be extended for such further period as may be agreed in writing by both parties.

REVISION, VARIATION AND AMENDMENT

- 7.1 Either party may request in writing a revision, variation or amendment of this Memorandum of Understanding.
- 7.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this Memorandum of Understanding.
- 7.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.
- 7.4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this Memorandum of Understanding before or up to the date of such revision, variation or amendment.

TERMINATION

This Memorandum of Understanding may be terminated by either party with a minimum of THIRTY (30) days written notice. Activities in progress at the time of termination of this Memorandum of Understanding shall be permitted to conclude as planned unless otherwise agreed.



For the Secretary,
KARNATAKA
PRINCIPAL
MEMORANDUM OF UNDERSTANDING

[Signature]
Chairman

For the Secretary to the Government of Karnataka
Ministry of Business Affairs

[Faint signature and stamp]

25 JAN 2021

NOTICES



Any communication under this Memorandum of Understanding shall be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of **Mahishadal Raj College and International Institute of Management Sciences School of Business, Kolkata**, the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the other Party and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged.

To: MAHISHADAL RAJ COLLEGE

Address : PO & PS Mahishadal, Dist. Purba Medinipur, West Bengal, Pin- 721628

Contact details :- 03349649660

Tel. : 03327490240230

E-mail : mahishadalrajcommunitycollege@gmail.com

Dr. Anam Kumar Bhowmik
Principal
MAHISHADAL RAJ COLLEGE

To: International Institute Of Management Sciences School Of Business, Kolkata

Address: 10th Floor, Room- 5, Chatterjee International Centre, 33A, J. L. N. Road,

Kolkata- 700071, W. Bengal, India.

Tel : +913323262918

E-mail : iims_ccpi@gmail.com

Dr. Anam Kumar Bhowmik
Principal
International Institute Of Management Sciences
School Of Business

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

19.1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international instruments agreed by both Parties.

MAHISHADAL RAJ COLLEGE
Principal
Anam Kumar Bhowmik

25 JAN 2021



- 10.2 The use of the name, logo and/or official emblem of any of the Parties or any publications, document and/or paper is prohibited may used in the joint project only.
- 10.3 Not with standing anything in paragraph 10.1 above, if the intellectual property results in respect of any technological development, and any product and service development, were obtained -
 - (i) jointly by the Parties or if the research results were obtained through the joint activity or effort of the Parties, then these shall be jointly owned by the parties in accordance with terms to be mutually agreed upon; or
 - (ii) solely and separately by a Party or if the research results were obtained through the sole and separate effort of the Party, then these shall be solely owned by the Party concerned.

CONFIDENTIALITY

11.1 Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to the other party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.

11.2 For purposes of paragraph 11.1 above, such documents, information and data include any document, information and data which is disclosed by a party (the Disclosing party) to the other party (the Receiving party) prior to, or after, the execution of this Memorandum of Understanding, involving technical, training, marketing, policy, management policy know-how, planning, project management and other documents, information, data and relations in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be so the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.

11.3 Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

Jitendra Kumar Bhatnagar
PROVINCIAL
MANAGER, IIT PATNA

Signature
Date

DR. J. K. BHATTACHARYA
PROVINCIAL MANAGER
IIT PATNA
25 JAN 2011

25 JAN 2011

P E E
SUSPENSION



Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after notification has been given to the other Party.

SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the parties through any third party.

IN WITNESS WHEREOF this Memorandum of Understanding has been duly signed in duplicate at _____ on this 15th day of January in the year 2021.

Signed by
for and on behalf of
MAHISHABAL RAJ COLLEGE



Asim Kumar Bera
DR. ASIM KUMAR BERA
Principal

Signed by
for and on behalf of
**INTERNATIONAL INSTITUTE OF
MANAGEMENT SCIENCES SCHOOL OF
BUSINESS, KOLKATA**

The International Institute of Management Sciences
School of Business, Kolkata

Sandip Kar
DR. SANDIP KAR
Chairman

Witness :
1. *Sangita*
2. *Prasanna*

Witness : *Sandip Kar*
1. *15/1/21*
2. *S. K. Kar*
15/1/21



Sandip Kar
15/1/21
**INTERNATIONAL INSTITUTE OF
MANAGEMENT SCIENCES SCHOOL OF
BUSINESS, KOLKATA**

25 JAN 2021

THE DAY OF 20

PAPER WRITINGS 'A'
&
THE RELATED
NOTARIAL CERTIFICATE



Rajesh Kr. Bajpai

ADVOCATE
&
NOTARY

GOVT. OF INDIA
Regn. No. 13780/18

Chief Metropolitan Magistrates' Court
Bar Association, Room No. 6,
2 & 3, Bankshall Street,
Kolkata - 700 001

CHAMBER

1B, Tottee Lane, Kolkata-700 016
(Near Jamuna Banquet)

Mobile : 93310 67547 / 8820367547



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

T 257389

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered on this Sixteenth day of December Two Thousand Fifteen.

BETWEEN

Tata Motors Limited, a Company incorporated under the Indian Companies Act, 1913 and having its registered office and works at Bombay House, 24, Horni Mody Street, Hutatma Chowk, Fort, Mumbai - 400 001 and hereinafter referred to as 'TML', which term shall mean and include its successors and assigns in business on the First Part.



[Signature]
Minister of Law
GOVERNMENT OF INDIA

07 DEC 2015

1143

1009

Value _____

Date _____

Sold to _____

Address _____

Vendor _____

Seakoh Civil Court
 (ALORE MINHERJES)

[Handwritten signature]

[Faint handwritten text]

AND

Deen Dayal Upadhyay KAUSHAL Kendra, Mahishadal Raj College, (hereinafter referred to as "the KAUSHAL Kendra" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors in office and assigns) of the Second Part.

The purpose of this MOU is to support the Mahishadal Raj College, KAUSHAL Kendra Division, having its administrative office at Mahishadal Purba Medinipur, PIN - 721628 West Bengal Under Vidyasagar University, West Bengal, and hereinafter referred to as 'KAUSHAL KENDRA' with specified technical equipment and Automotive Industry specific expertise.

The Party of the First Part and the Party of the Second Part are jointly referred to as the "Parties" and individually referred to as the "Party" hereinafter.

AND WHEREAS:

1. It is the objective of KAUSHAL Kendra, Mahishadal Raj College, that the skills in automobile sector imparted by the college needs active participation of Industries at all stages of training program to make them (a) Industry responsive (b) keep pace with technological advancements in Industry and (c) expanding its knowledge to produce improved workforce suitable for labour market emerging out of industrial scenario of the State.
2. In pursuance of the aforementioned objective of KAUSHAL Kendra, TML agrees to support the automobile sector related Course of the KAUSHAL Kendra situated at Mahishadal Raj College, Purba Medinipur, PIN - in the State of West Bengal for mutual benefit of the Parties to produce skilled workforce with improved employability conditions suitable for wage / self employment.

Anwar Bhattacharyya
 Area In-charge
 TATA MOTORS




 PRINCIPAL
 MAHISHADAL RAJ COLLEGE

3. TML is desirous to provide the theory and practical training material to the Institute on various aspects of automobile manufacturing and servicing through its in-house developed Training Module (hereinafter referred to as 'TML Training Module') to the student community undergoing specified Skill Development training courses in Mahishadal Raj College, KAUSHAL Kendra Division recognized by the UGC, and Ministry of Human Resource Development, Govt. of India.
4. The Training Module of TML for Automotive related Courses consist of
- Training Material
 - Training techniques & Methodology
 - Practical Training
 - Train the Trainer
 - Select/recommend equipments.
 - Industrial Training
5. The Mahishadal Raj College is a Government Sponsored College under Vidyasagar University, situated at Mahishadal, Purba Medinipur, West Bengal and has an objective to provide optimum Industrial Training of their students of KAUSHAL Kendra Division.
6. TML has agreed to take up the activity of providing the TML Training Module as a part for facilitating, creating pool of skilled and technically trained manpower for various kinds of jobs/ activities/ operations in the automobile sector and the KAUSHAL Kendra in its efforts to provide better learning and employment enhancing avenues to its students in accordance with the changing industry needs has agreed for providing the said TML Training Module under the terms and conditions mentioned herewith.
7. Both Parties have agreed to

Buseer Bhattacharya
 Area In-charge
 TATA MOTORS




 Buseer Bhattacharya
 Area In-charge
 TATA MOTORS

- (a) To support each other in letter and spirit by providing appropriate and modern training techniques, methodology and to help the KAUSHAL Kendra develop its infrastructure and facilities to improve the employability of local youth.
- (b) To work together for the overall development of the students enrolled with the KAUSHAL Kendra for the automobile related courses.
- (c) To enter into this Memorandum of Understanding (MOU) on the following terms and conditions.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

A) FIRST PARTY AGREES:

1) TRAINING:

- (a) To support the KAUSHAL Kendra by providing appropriate inputs from TML Training Module.
- (b) TML would be facilitating training through the TML Training Module in the KAUSHAL Kendra on 'Free of Cost' basis and will not charge any extra amount from the students enrolled.
- (c) To take up the activity of the facilitating of TML Training Module as a part of the KAUSHAL Kendra's endeavor to create pool of skilled and technically trained manpower for various kinds of jobs/ activities/ operations in the automobile sector.
- (d) To give a 'Certificate of Appointment Plaque' ('Plaque' for reference hereinafter) to KAUSHAL Kendra Division, Mahashadal Raj College, indicating the selection of the College for the purposes of implementing Training Program. In addition to the Plaque, TML shall also provide to the KAUSHAL Kendra a 'Training Package Certificate'.

Shree Bhattacharya
 Area In-charge
 TATA MOTORS




 Mahashadal Raj College

- (e) To promptly resolve any problem the KAUSHAL Kendra may face with regard to the TML Training Module and to keep the TML Training module updated.
- (f) To support KAUSHAL Kendra by conducting special classes on the usage of Training Material supplied by TML as and when necessary. This may also include the change in technology or change in the method of usage of the same.

2) ASSISTANCE FOR FACULTY AND STAFF DEVELOPMENT:

- (a) TML shall give proper training to the faculties and shall keep the KAUSHAL Kendra updated about the performance of the faculties in the training and also the performance of the faculties in the use of the TML Training Module.
- (b) The training to the faculties will be held at any of the Training Centers of TML and shall be provided free of cost. However the costs of the travel of the faculties from college to the venue of the training and back to the college and the costs of the boarding and/or lodging of the faculties during the period of training shall be borne by KAUSHAL Kendra.

Dr. Anurag Bhatnagar
 Area In-charge
 TATA MOTORS



3) SEMINARS, WORKSHOPS AND EXHIBITIONS:

TML may help the KAUSHAL Kendra in organizing interactive Seminars, Workshops for mutual benefits of students and faculty.

4) INDUSTRIAL TRAINING:

- (a) TML shall at the request of the KAUSHAL Kendra support the College for arranging on the job training for its students enrolled in the TML Training Module.




 PRINCIPAL
 UNIMANICAL PUNE COLLEGE

- (b) The TML Training Module is a combination of theory, practical, Industrial training. The KAUSHAL Kendra shall, at its premises in the selected branch, impart the theory part of the TML Training Module, while On the Job Training (Practical Training) of the TML Training Module shall be imparted at any authorized workshop herein after referred to as the Workshop of the TML.
- (c) The KAUSHAL Kendra, Mahishadal Raj College agrees that the College shall permit the students to visit Workshop for the purposes of the practical training of TML Training Module without affecting the theory part of the curriculum. However the arrangements and the costs of the travel of the students from the KAUSHAL Kendra to the dealership/Workshops and back to the College shall be made and borne by the students themselves and TML shall not be responsible for the same.
- (d) The students, while undergoing Industrial Training, shall at all times display significantly the identity card issued to them by the KAUSHAL Kendra. The faculty/ staff from the College shall ensure discipline on the part of the students during their visit to the Workshop.

Business Management
Area In-charge
TATA MOTORS



5) CURRICULUM:

- (a) TML may suggest product related curriculum of automobile related trade/s in addition to the normal syllabus set by NSDC and Sector Skill Council which KAUSHAL Kendra, MRC, agrees to consider.
- (b) TML will from time to time suggest adding new Automotive Industry related trade courses which KAUSHAL Kendra, MRC, Patna Medinipur agrees to consider.



NSDC
NATIONAL SKILL DEVELOPMENT
CORPORATION

6) MACHINERY & EQUIPMENT

- (a) TML may provide certain equipment/aggregates to the KAUSHAL Kendra for the purposes of conducting TML Training Module, as TML may deem fit.
- (b) The KAUSHAL Kendra Division, Mahishadal Raj College agrees that all the Equipment/aggregates, given to the KAUSHAL Kendra by TML under this MOU, shall remain the property of TML for the first five English Calendar years from the date of this MOU (i.e., the date first mentioned above) Further during these first five English Calendar years, the KAUSHAL Kendra shall not take the stock of these equipments into its books of accounts. Any action by the KAUSHAL Kendra in violation of this clause shall entitle TML to discontinue the TML Training Module with immediate effect and the KAUSHAL Kendra shall make no claim whatsoever against TML in this regard.
- (c) If TML at any point of time during the first five English Calendar years from the date of this MOU has the right to replace the equipment for any reasons whatsoever and in the event of the termination of this MOU before the completion of first five English Calendar years TML has the right to take the entire equipment back with it and the KAUSHAL Kendra Division, MRC shall have no claim or litigation over the same. However, after expiry of the term and validity of this MOU, the same may be renewed after mutual discussions between the Parties and if each of the Parties gives its consent thereto, KAUSHAL Kendra shall bear the costs towards annual maintenance or repair work in case of equipment break down. It is agreed herein specifically that the preservation / upkeep and maintenance of the said equipments would be the responsibility of the KAUSHAL Kendra.

Shree Bhattacharya
Area In-charge
TATA MOTORS



7) DEVELOPMENT OF WORKSHOP AND LABORATORY



[Signature]
Principal
Mahishadal Raj College

- (a) TML shall provide standard study material developed for in the TML Training Module. However it shall be the responsibility of the KAUSHAL Kendra to upgrade its infrastructure and bear the complete cost of the basic educational & safety items as specified / recommended by TML from time to time for the purposes of effective use of TML Training Module.
- (b) TML shall recommend to the KAUSHAL Kendra necessary modification/alterations for completing in all respects a building and appertaining or incidental structures in accordance with the Plans and the Institute shall arrange to obtain necessary approvals from appropriate authority. The entire costs of such construction required for alteration/modification in accordance with the Plans will be borne by the College.
- (c) TML shall recommend to the KAUSHAL Kendra for upgrading the facilities and resources for facilitating TML Training Module. The College shall provide the recommended facilities and resources, and thereafter the said facilities and resources shall be maintained in good and proper condition by the KAUSHAL Kendra. Drawings related to the facility shall be developed jointly by the College and TML and any change thereafter shall be done only with prior written consent of the other Party. TML may make annual inspection on the condition of the facilities and resources in the month of April every year and if required may request the KAUSHAL Kendra to carry out proper maintenance work within reasonable time for the purposes of being considered for the next academic year.

Ramesh Bhattacharya
Area In-charge
TATA MOTORS



SECOND PARTY AGREES:

- To take all steps for safeguarding the training materials, machinery, equipments and other provisions made available by the TML.



[Signature]
Principal
Institute of Technology

2. To keep separate and proper records of accessories, appliances, tools, equipments and other articles provided by the TML.
3. To maintain all the necessary training records of the students undergoing the TML Training Module.
4. To recruit/assign 1 (one) specific faculty for each of the courses. These faculties shall be contracted by the KAUSHAL Kendra for imparting training to students enrolled in the Automotive Course and TML Training Module. It is also agreed that the salaries, wages, daily allowances, etc. which is applicable would be paid by the KAUSHAL Kendra and TML would not be responsible for the same.
5. Mahishadal Raj College, Purba Medinipur agrees that it shall be the responsibility of the KAUSHAL Kendra to comply with all applicable statutes. TML shall not be liable in any manner whatsoever for any non compliance on the part of the college of the applicable laws.
6. To display the Plaque at its Branch in such a place where the Plaque is visible to all. The Institute understands that the Plaque and the Package Certificate shall remain the property of TML.
7. The KAUSHAL Kendra recognizes the right of TML to make regular, frequent and informed inspections of the premises/infrastructure in respect of Automotive related trades at any point of time during the working hours to oversee the use of TML Training Module by the KAUSHAL Kendra and take stock of the equipment and to suggest improvements in the training methodology.

Bhanu Bhattacharya
 Area In-charge
 TATA MOTORS



Validity, Termination, Resolution of Disputes and General Covenants

1. This MOU shall be valid for a period of 5 years from the date of commencement. The term of this MOU may be extended further




 Bhanu Bhattacharya
 Area In-charge
 TATA MOTORS

for such period as may be agreed upon between the Parties on mutually agreed terms and conditions.

2. Under no circumstances, TML shall be under any obligation whatsoever to offer employment to the students undergoing the TML Training Module for automotive related trades / training.
3. Neither Party shall have any financial obligation towards each other under this MOU.
4. Either Party may terminate this MOU during its term, without assigning any reason(s)/ justification by giving 3 months advance written notice.
5. This MOU constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes prior negotiations, representations or agreements, either written or oral.
6. Any issues not specifically covered by this MOU shall be resolved only by mutual discussion between the Parties.
7. No change or modification of this MOU shall be valid unless the same shall be in writing and signed by both the Parties.
8. This MOU is on a Principal-to-Principal basis. This MOU also does not create any employee-employer relationship between the Parties and/or the Parties and the staff of the College. The TML and the KAUSHAL Kendra confirm that the TML and College, their employees, agents and representatives, shall be treated as independent entity and nothing contained herein shall be deemed to create a merger of their assets or their fiscal or other liabilities or undertakings or create any employment or relationship of principal and agent between the Parties and/or its representatives, employees and agents.
9. The Parties confirm that there shall be no revenue sharing as it views the said project as part of its "Corporate Social Responsibility Activity" and any profit resulting from running the

Area In-charge
TATA MOTORS



Signature
Name
Designation

said College shall be used for developmental activities of the said KAUSHAL Kendra.

10. Neither party shall not be deemed in default of its obligations under this agreement nor shall be liable to the other to the extent that it is unable to perform any of its obligations by reason of any event or circumstance beyond its reasonable control.
11. Any notice to be served under this agreement shall be served upon the recipient at its address set out here in either by hand or by first class post or otherwise by facsimile or e-mail transmission and shall be deemed served 48 hours after posting if sent by post or on delivery if it is delivered by hand and on completion of transmission if sent by facsimile or e-mail.
12. Nothing stated above shall be applicable in the following
and the termination shall be with immediate effect and shall be no demor litigation in this regard:-
- i) For any specific violation of any of the terms or clauses of the MOU by Tata Motors.
 - ii) Order of any Court of Law or appropriate authorities prohibiting the programmes like or similar to KAUSHAL Kendra.
 - iii) Any legislation passed by the State.
13. It shall be tried to resolve all the disputes amicably by negotiations. If the negotiations fail then the same shall be terminated automatically.
14. This MOU is being executed in duplicate, each of which shall be deemed to be original. Each party shall retain a copy hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by and through their duly authorized representatives as of the date written herein. The Parties hereto have caused their

भारत आभूषण केंद्र
 Area in charge
 TATA MOTORS




 Name of the representative
 Designation

representative duly authorized for that purpose to sign and execute this MOU and affix hereto their seals on the dates and in the year hereinabove written.



 PRINCIPAL
 MAHISHADAL RAJ COLLEGE
 Principal
 Mahishadal Raj College
 Purba Medinipur,
 West Bengal





 SUHR Bhattacharya
 Area In-charge
 (Authorized Signatory)
 TATA MOTORS LTD.,
 Bombay House,
 24, Homi Mody Street
 MUMBAI-400001 (India)



In the presence of Witnesses:

1) Sandeep Mitra

2) Souvik Mitra
SOVIK MITRA

भारतीय गैर न्यायिक

पचास
रुपये

रु.50



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

S.846968

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
VIJAYGARH JYOTISH RAY COLLEGE
AND
MAHISHADAL RAJ COLLEGE, MAHISHADAL

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on this 15th day of March, 2017 between VIJAYGARH JYOTISH RAY COLLEGE, KOLKATA and MAHISHADAL RAJ COLLEGE, MAHISHADAL, PURBA MEDINIPUR for mutual cooperation in academic exchanges programme development and research. This document establishes the guiding terms and principles of collaboration among the two organizations :-

1. Framework of both the Organisations

VIJAYGARH JYOTISH RAY COLLEGE, 82 Bejoygarh, Kolkata - 700032 represented herein by its Name of Competent Authority / Representative (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors in office, administrators and assigns)

And

MAHISHADAL RAJ COLLEGE, UGC approved, NAAC accredited (with Grade 'A') affiliated under Vidyasagar University and Government of West Bengal sponsored college located at PO & P. Mahishadal, Purba Medinipur, West Bengal - 721628, India represented by its Principal Dr. Asim Kumar Bera referred to as Second Party (which term or expression shall unless excluded by

1




Principal
MAHISHADAL RAJ COLLEGE


Principal
VIJAYGARH JYOTISH RAY COLLEGE
Kolkata-700032

062997

SUBHAS CHANDRA SAHA
Advocate
Sealdah Court, Kolkata-700014

Sold to

of

for 50/- (FIFTY ONLY)

SHRIMATI MURHERJEE
LICENSED STAMP VENDOR

9, INDIA EXCHANGE PLACE,

Date..... Sign.....

01 DEC 2015

or repugnant to the context be deemed to mean and include its in office, representatives, administrators, and assigns) of the other Part.

II. Purpose of the Agreement

Both parties are pleased to enter upon an agreement to establish ties of academic cooperation in order to contribute to the achievement of their overall goals as institutions through following but not limited to:

1. Joint Educational Research
2. Community empowerment activities
3. Exchange of Academic materials
4. Approaches to Appropriate Government and Non-Government bodies for funding
5. Visits and formal exchanges of faculty, scholars, students and administrators in specific areas of education, research and outreach.
6. Organizing and co-hosting international conferences, extension lectures, Seminars, Workshops, student internship, Joint projects
7. Social and cultural programs
8. Students and staff exchange programs including Visits, training and field trips.
9. Provide support in the quality improvement of its partner institution by providing an independent audit of its infrastructure and teaching / learning environment
10. Educational / Vocational Courses
11. Joint Consultancy
12. Pd.D. Supervision
13. Scientific publications
14. Any other activities that are mutually agreed upon and are beneficial to both

III. Execution of the Agreement

The specific activities to be carried out under this agreement will be stated in corresponding specific sub-agreements. Such specific sub-agreements, once approved by all the parties, will be attached as annexure to this agreement. The specific sub-agreements among all the Parties will specify their objectives, conditions and ways of execution, financial support, period the sub-agreement will be in effect, and administrative responsibility within each institution.

IV. Term and Expiration of the Agreement

It is understood that this agreement will come into effect after being signed by the two parties and will be established for a period of **Seven Years**. After these five years it will be automatically extended for same period, unless one of the Parties expresses an intention (by written notification) to cancel the agreement at last 90 days before the expiry date. The amendment, termination and expiration of this MOU will not affect the terms of activities ongoing at the time of notification of amendment, termination or expiration, unless otherwise agreed upon among the parties.

Any additions, changes, or deletions to this document must be approved by the representatives of both Parties. All notices shall be in writing and shall be directed to these representatives.

V. Non-Exclusivity

Principal,
Mahashadal Raj College
Maheshpur,
Rajkot

This Agreement is a non-exclusive agreement, and both parties remain free to enter into similar agreements with other parties.

VI. Special Provisions

1. Each party will take approval from the other party in writing prior to using the latter's name and logo for the activities hereunder on a case-by-case basis.
2. Both parties hereto shall do their utmost to ensure the smooth and efficient implementation of the programs.
3. Both parties will consult with each other for any subsequent associated agreement informally and attempt to resolve disputes or misunderstanding that may arise in the administration of this MOU or any subsequent associated agreement informally.
4. Neither party can misuse this MOU by involving the name of the other without the written consent from the other parties.

VII. Disputes

If any dispute arises in respect of the MOU, in that case both the organizations will discuss and settle the matter amicably.

IN WITNESS WHEREOF both Parties have set and subscribe their respective hands and seals on the day, month and year first above written

For
VJAYGARH JYOTISH RAY COLLEGE

For
MAHISHADAL RAJ COLLEGE

R. Neogy

Name : Dr. Rajyavri Neogy

Designation : Principal

Date: 15.03.2017

Principal

Vijaygarh Jyotish Ray College

Ward No. 10, Cuttack

Witness

Abhishek Das

AK Bera

Name : Dr. Asim Kumar Bera

Designation : Principal

Date: 15.03.2017

Principal

MAHISHADAL RAJ COLLEGE

Witness

1. *Sanjay Sen*
2. *Subinash Mookherjee*



WEST BENGAL

21AB 543850



Memorandum of Understanding (MoU)

This **Memorandum of Understanding** (here-in-after called as the **MoU**) is entered on this day the **September 03, 2018** by and between **MAHISHADAL RAJ COLLEGE**, located at Garh Kamalpur, Mahishadal, Purba Medinipur, PIN 721628, West Bengal; **THE FIRST PARTY** represented here-in by its Principal (here-in-after 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 assignees

AND

THE SECOND PARTY (here-in-after called the Second Party), represented by the **KOLKATA VOCATIONAL ACADEMY**, located at 161 Jangalpur Road, Kolkata 700081, West Bengal; unless excluded by or repugnant to the subject of context shall include its successors (in office), administrators and assignees.

First and Second Parties here-in-after will jointly be referred as **PARTIES** and individually as **PARTY**, **WHEREAS:**

First Party is a higher educational institution namely:

MAHISHADAL RAJ COLLEGE, GARH KAMALPUR, MAHISHADAL, PURBA MEDINIPUR, WEST BENGAL, PIN 721628

Kolkata Vocational Academy

Principal
Mahishadal Raj College
Mahishadal, Purba Medinipur

1

Director

102

04 APR 2018

पता नं. विभाग नं.

- Kolkata Vocational Academy / Peelin Avenue, Beliaghata
KOL-81

नाम नं.

प्रधानाचार्य ड. वि. ए. का. उ. वि.

विभाग (कार्य) नं.

प्रमाणित करियर नं.

पता नं.

Signature Date

Second Party is a technical training and educational institution namely:

KOLKATA VOCATIONAL ACADEMY, 161 Jangalpur Road, Kolkata 700081, WEST BENGAL.

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 training programmes including conferences, seminars and study-tours.

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

- Community Empowerment Activities.
- Carrying out different awareness programmes, seminars and symposiums, workshops, specialized trainings.
- Provide Support in the Quality Improvement by providing teaching/ learning environment.
- Imparting vocational/ Skill Development training for the non teaching staff of the college.
- Any other activities that are mutually agreed upon and are beneficial for both the parties.

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. The activities under this MoU shall be coordinated, monitored and recorded by the **Internal Quality Assurance Cell (IQAC)** of **MAHISHADAL RAJ COLLEGE** and the competent authority of **KOLKATA VOCATIONAL ACADEMY**. The visitors will be bound by the rules and regulations, as well as the code of conduct of the host institution.


Principal
Mahishadal Raj College
Mahishadal, Purba Medinipur

Kolkata Vocational Academy


Director

CLAUSE 3: FINANCIAL ARRANGEMENTS

No financial commitment is required /involved to execute the terms and conditions of this MoU. In case of any financial assistance received as extramural grant to any party of this MoU, 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. **MAHISHADAL RAJ COLLEGE** and **KOLKATA VOCATIONAL ACADEMY** that:

1. **MAHISHADAL RAJ COLLEGE** and **KOLKATA VOCATIONAL ACADEMY** may mutually use and share educational facilities and may jointly guide staff and students at various levels of academia.
2. **MAHISHADAL RAJ COLLEGE** and **KOLKATA VOCATIONAL ACADEMY** may mutually conduct professional courses / training programmes / workshops / seminars / conferences / field study for which *certificates will jointly be issued by both the institutions, 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 MAHISHADAL RAJ COLLEGE** and the **Director of KOLKATA VOCATIONAL ACADEMY**, 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.

Kolkata Vocational Academy


Director


Principal

Mahishadal Raj College
Mahishadal, Purba Medinipur

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



Signature / Seal

Principal

MAHISHADAL RAJ COLLEGE

Principal

Mahishadal Raj College

Mahishadal, Purba Medinipur

Witnesses



Kolkata Vocational Academy



Director

Signature / Seal

Director

KOLKATA VOCATIONAL ACADEMY

1.  3/9/2018

2.  3/9/2018

3.  03-09-2018

भारतीय गैर न्यायिक

पचास
रुपये

रु.50



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

S 846967

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as MOU) is entered on this 15th day of January 2016.

BETWEEN

RUBY GENERAL HOSPITAL (Eastern India's First ISO 9001:2008 Hospital) having its Hospital at Kasba, Golpark, E.M. Bye Pass, Kolkata 700107, West Bengal which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors/administrators and assigns of the First Part, Called hereinafter as **RUBY GENERAL HOSPITAL**.




PRINCIPAL
MAHISHADAL P.A. COLLEGE


• DR. SOUMENDU DAS
VICE PRESIDENT
RUBY GENERAL HOSPITAL
Eastern India's First ISO 9001:2008 Hospital



AND

Dean Deyal Upadhyay KAUSHAL Kendra, Mahishadal Raj College, Purba Medinipur, West Bengal, a Government Sponsored College Under Vidyasagar University, Purba Medinipur, West Bengal which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors/ administrators and assigns of the Second Part, called hereinafter as KAUSHAL Kendra.

WHERE AS RUBY GENERAL HOSPITAL is involved in the service of mankind in Health Care through latest method and Technology for the treatment of patients in their HOSPITAL and as a part of its corporate social responsibility programmes, intends to initiate certain SKILL Development Training programmes to equip the students, faculty members with adequate and updated technological know-how in the area of Health Care to meet the growing demand of skilled manpower in Health Care sector in India.

The Mahishadal Raj College established in the year 1946 is the 3rd oldest government sponsored college in the district of Purba Medinipur, and the 5th one in the entire West Bengal. The College is affiliated under Vidyasagar University. It is a multidiscipline co-educational NAAC accredited college. The college has three streams in Science, Arts & Commerce. In terms of student strength it is perhaps the biggest college in the district. At present the student strength is more than 5000 and the number of subjects being taught at the undergraduate level is 24. The college is the centre of 4 Regular Post Graduate Courses and six Distance Master Degree Courses. Apart from regular courses, the college has vocational Industrial Chemistry course and UGC approved three career oriented courses. The college has its own huge play ground, Separate Boys and Girls hostels, Medical Unit, 4 NSS UNITS, NCC UNITS, Swimming pool and well equipped Gymnasium for its students.

Mahishadal Raj College, is honoured by the University Grants Commission and Ministry of Human Resource and Development, Govt of India, as the only institution to establish *Deen Deyal Upadhyay KAUSHAL Kendra*, A Centre of Excellence, in the state of West Bengal to expand skill based education along with their other activity as a social obligation. The college has a separate campus for vocational or skill based courses. Under this umbrella of KAUSHAL Kendra the college is presently conducting two courses namely, One Year Diploma (KAUSHAL Kendra) and Three Years full fledged Bachelor Degree Course (B.Voc) in the trades of *Automobile & Health Care*.

NOW, THEREFORE, IT IS UNDERSTOOD BETWEEN THE PARTIES THAT:-

- The main objective of this collaboration is to familiarize young students and faculty members in latest Medical Technology and also practically demonstrate to



[Signature]
PRINCIPAL
MAHISHADAL RAJ COLLEGE

[Signature]
DR. SOUMENDU DAS
VICE PRESIDENT
RUBY GENERAL HOSPITAL
ESTABLISHED IN THE YEAR 1972



them the most scientific way of treatment of patient and modern method and practices of Medical technology in Health Care.

b) Maheshwari Raj DDU KAUSHAL Kendra shall be responsible for all present and future costs relating to the infrastructure of the set-up including operational, maintenance or other reasonable related expenses. All statutory liabilities in relation with the cell shall also be borne by College authority

c) There shall be one representative of RUBY GENERAL HOSPITAL, who shall visit the college as and when required to guide the training process in all respect. College authority agree to prominently display the plaque of RUBY GENERAL HOSPITAL at the KAUSHAL Kendra campus.

d) RUBY GENERAL HOSPITAL may suggest curriculum development, infrastructure development and methodology required for the training of the latest technical development in Health Care sector. Cost for this development will be borne by the KAUSHAL Kendra.

e) RUBY GENERAL HOSPITAL may allow the trainees to take hands on training in their Hospital, but cost of traveling/housing/fooding expenses of the trainees will be borne either by the candidate or by the college authority.

f) RUBY GENERAL HOSPITAL shall have a privilege right to select the students for employment, who have successfully completed the training programme. However, students will be free to exercise their option.

g) RUBY GENERAL HOSPITAL recognize and accept them as a Industry partner to Maheshwari Raj College DDU KAUSHAL Kendra and the cooperation has no financial gains except providing appropriate knowledge to learners in the area of Health Care Sector.

h) It is understood that this training and education programme runs on a 'no loss no profit' basis.

i) As and when possible, DDU KAUSHAL Kendra and RUBY GENERAL HOSPITAL shall jointly organize workshop/seminars/conventions and other academic programmes on subjects of contemporary interest in the field of Medical Technology and Health Care Sector.

Validity, Termination, Resolution of Disputes and General Covenants

a) This MOU shall be valid until the same is terminated by either of the party, by giving only one month written notice to the other party. It shall not be necessary to state the reasons of termination.



Dr. Soumendou Das
UNIVERSITY COLLEGE
MAHESHWARI RAJ COLLEGE
DDU KAUSHAL KENDRA

Soumendou Das
DR. SOUMENDOU DAS
VICE PRESIDENT
RUBY GENERAL HOSPITAL
KENDRA



- b) This MOU doesn't form the basis of agency or employment relationship between the parties. It is on principal to principal basis.
- c) Neither party shall not be deemed in default of its obligations under this agreement nor shall be liable to the other to the extent that it is unable to perform any of its obligations by reason of any event or circumstance beyond its reasonable control.
- d) Any notice to be served under this agreement shall be served upon the recipient at its address set out here in either by hand or by speed post or otherwise by facsimile or e-mail transmission and shall be deemed served 48 hours after posting if sent by post or on delivery if it is delivered by hand and on completion of transmission if sent by facsimile or e-mail.

e) Nothing stated above shall be applicable in the following circumstances and the termination shall be with immediate effect and shall be no claim or litigation in this regard:-

- i) For any specific violation of any of the terms or clauses of the MOU by RUBY GENERAL HOSPITAL.
- ii) Order of any Court of Law or appropriate authorities prohibiting the programmes like or similar to KATISHAL Kendra.
- iii) Any legislation passed by the State.
- f) It shall be tried to resolve all the disputes amicably by negotiations. If the negotiations fail then the same shall be terminated automatically.

IN WITNESSES WHEREOF both RUBY GENERAL HOSPITAL and DDU KATISHAL Kendra, Mahashadal Raj College have on this day mentioned above have entered into this Memorandum of Understanding.

For RUBY GENERAL HOSPITAL.

Soumendhu Das.
DR. SOUMENDU DAS
VICE PRESIDENT
RUBY GENERAL HOSPITAL
Eastern India's First A&O Specialized Hospital

Authorized Signatory

Date:

Witness:



For DDU KATISHAL Kendra
 Mahashadal Raj College,
 Purba Medinipur.

Spr
 Authorized Signatory
 Date: 15-01-16



1. *Sarmita Karmakar*



2. *Shanti Das*
SHANTI DAS





पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

S 846972

MEMORANDUM OF UNDERSTANDING

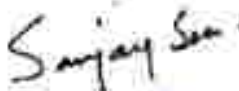
This Memorandum of Understanding (hereinafter referred to as MOU)

is entered on this Sixth day of January 2018.

BETWEEN

Bhandari Automobiles Private Limited, formed in the year 1979, is the biggest Dealer House and Service Centre of Commercial Vehicles of Maruti Suzuki & Tata Motors in the State of West Bengal, having its registered office in Rupnarayanpur, Jakpur, N.H. 6, Bombay Road, Kharagpur and Corporate office in 53A, Leela Roy Sarani (Gariahat Road), Kolkata – 700 019, which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors/


PRASANT DAS
G.M. SERVICE
BHANDARI AUTOMOBILES
KHARAGPUR REGIONAL WORKSHOP


SANJAY SEN
Director
DDU KAUSHAL Kendra
Mahishadal Rai College



administrators and assigns of the First Part, called hereinafter as Bhandari Automobiles.

AND

Deen Dayal Upadhyay KAUSHAL Kendra, Mahishadal Raj College, Purba Medinipur, West Bengal, a Government Sponsored College Under Vidyasagar University, Purba Medinipur, West Bengal which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors/ administrators and assigns of the Second Part, called hereinafter as Mahishadal Raj KAUSHAL Kendra.

WHERE AS

Bhandari Automobiles is involved in the business including marketing and sales of Commercial Four Wheelers of Maruti Suzuki and Tata Motors and having 21 Sales Offices and Service Centres all over West Bengal and as a part of its corporate social responsibility programmes intends to initiate certain job-oriented training and education programmes to equip the students, faculty members, industry personnel and other learners with adequate and updated technological know-how in the area of automobile engineering to meet the growing demand of skilled manpower in automotive sector in India.

The Mahishadal Raj College established in the year 1946 is the 3rd oldest government sponsored college in the district of Purba Medinipur, and the 5th one in the entire West Bengal. The College is affiliated under Vidyasagar University. It is a multidiscipline co-educational NAAC accredited college. The college has three streams in Science, Arts & Commerce. In terms of student strength it is perhaps the biggest college in the district. At present the student strength is more than 4500 and the number of subjects being taught at the undergraduate level is 22. The college is the centre of 3 Regular Post Graduate Courses and six Distance Master Degree Courses. Apart from regular courses, the college has vocational Industrial Chemistry course and UGC approved three carrier oriented courses. The college has its own huge play ground, Separate Boys and Girls hostels, Medical Unit, 4 NSS UNITS, NCC UNITS, Swimming pool and well equipped Gymnasium for its students.

Mahishadal Raj College is honored by the UGC to allow them to start the KAUSHAL Kendra along with their other activity as a social obligation. Presently Mahishadal Raj College KAUSHAL Kendra starts the programme in the two trades of Automobile Servicing- Repair and Maintenance and Health Care Service at the Diploma and B.Voc Level Courses in the context of local

Prasant Das
PRASANT DAS
G.M. SERVICE
BHANDARI AUTOMOBILES
11, SPINNING ROAD, KOLKATA

Sanjay Sen
SANJAY SEN
Director
DDU KAUSHAL Kendra
Mahishadal Raj College



demand the institute can be able to provide infrastructural support and in addition a strong linkages with the community and industries.

NOW, THEREFORE, IT IS UNDERSTOOD BETWEEN THE PARTIES THAT:-

- a) The main objective of this collaboration is to familiarize young students and faculty members in latest Automobile Technology and also practically demonstrate to them the most scientific way of repair, maintenance and overhaul of Commercial Four Wheeler Vehicles
- b) KAUSHAL Kendra shall be responsible for all present and future costs relating to the infrastructure of the set-up including operational, maintenance or other reasonable related expenses. All statutory liabilities in relation with the cell shall also be borne by College authority
- c) There shall be one representative of Bhandari Automobiles, who shall visit the college as and when required to guide the training process in all respect. KAUSHAL Kendra authority agrees to prominently display the plaque of Bhandari Automobiles at the workshop.
- d) Bhandari Automobiles will organize the trainees to take hands on training in its various workshop points or their own Training centre, but cost of traveling/lodging/fooding expenses of the trainees will be borne either by the candidate or by the college authority.
- e) Bhandari Automobiles shall have a privilege right to select the students for employment, who have successfully completed this training programme. However, students will be free to exercise their option.
- f) KAUSHAL Kendra will allow Bhandari Automobiles for using the training set-up beyond training hour and all its facilities for training of service personnel of Bhandari Automobiles, service staff of Bhandari Automobiles dealers on receipt of reasonable advance intimation from Bhandari Automobiles regarding same
- g) Bhandari Automobiles recognize that it is a industry partner to Mahishadal Raj College KAUSHAL Kendra and the cooperation has no financial gains except providing appropriate knowledge to learners in the area of Automobile Engineering. It is understood that this training and education programme runs on a 'no loss no profit' basis.
- h) As and when possible, KAUSHAL Kendra and Bhandari Automobiles shall jointly organize workshops/seminars/conventions and other academic

Sanjay Sen
SANJAY SEN
 Director
 DDU KAUSHAL Kendra
 Mahishadal Raj College




programmes on subjects of contemporary interest in the field of Automobile Engineering and Technology.

Validity, Termination, Resolution of Disputes and General Covenants

- a) This MOU shall be valid until the same is terminated by either of the party, by giving only one month written notice to the other party. It shall not be necessary to state the reasons of termination.
- b) This MOU doesn't form the basis of agency or employment relationship between the parties. It is on principal to principal basis.
- c) Neither party shall not be deemed in default of its obligations under this agreement nor shall be liable to the other to the extent that it is unable to perform any of its obligations by reason of any event or circumstance beyond its reasonable control.
- d) Any notice to be served under this agreement shall be served upon the recipient at its address set out here in either by hand or by speed post or otherwise by facsimile or e-mail transmission and shall be deemed served 48 hours after posting if sent by post or on delivery if it is delivered by hand and on completion of transmission if sent by facsimile or e-mail.
- e) Nothing stated above shall be applicable in the following circumstances and the termination shall be with immediate effect and shall be no claim or litigation in this regard:-
 - i) For any specific violation of any of the terms or clauses of the MOU by Bhandari Automobiles.
 - ii) Order of any Court of Law or appropriate authorities prohibiting the programmes like or similar to KAUSHAL Kendra.
 - iii) Any legislation passed by the State.


PRASANT DAS
G.M. SERVICE
BHANDARI AUTOMOBILES
KHARASPUR REGIONAL WORKSHOP


SANJAY SEN
Director
DDU KAUSHAL Kendra
Mahishadal Raj College



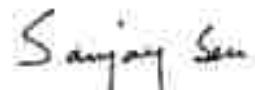
f) It shall be tried to resolve all the disputes amicably by negotiations. If the negotiations fail then the same shall be terminated automatically.

IN WITNESSES WHEREOF both Bhandari Automobiles and KAUSHAL Kendra Division, Mahishadal Raj College have on this day mentioned above have entered into this Memorandum of Understanding

For Bhandari Automobiles Pvt. Ltd.

For DDU KAUSHAL Kendra
Mahishadal Raj College


PRASANT DAS
G.M. SERVICE
BHANDARI AUTOMOBILES
Kharagpur Regional Workshop
Authorised Signatory

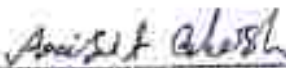

SANJAY SEN
Director
DDU KAUSHAL Kendra
Mahishadal Raj College
Authorised Signatory



Date: 06.01.16.

Date: 06.01.2016.

WITNESS:


For Bhandari Automobiles Pvt. Ltd.
ARIJIT GHOSH, Area Service Manager

2 Samir K. Patra DDU KAUSHAL Kendra Mahishadal Raj College





पश्चिम बंगाल | पारसम बंगाल WEST BENGAL

3348 853468

MEMORANDUM OF UNDERSTANDING
 BY AND BETWEEN
MAHISHADAL RAJ COLLEGE
 AND
THE SCIENCE ASSOCIATION OF BENGAL

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on this 15th day of July, 2019 between MAHISHADAL RAJ COLLEGE, MAHISHADAL and SCIENCE ASSOCIATION OF BENGAL for mutual cooperation withnesseth in academic exchanges programme, collaborating skill development, faculty development, seminars, workshops and exhibitions, awareness and motivational programme and research. This document establishes the guiding terms and principles of collaboration among the two organizations.

1. Framework of both the Organizations

MAHISHADAL RAJ COLLEGE, DGC approved, NAAC accredited (with Grade 'A') affiliated under Vidyasagar University and Government of West Bengal sponsored college located at PO & PS: Mahishadal, Purba Medinipur, West Bengal -721628, India represented by its Principal Dr. Asim Kumar Bera referred to as First Party (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include it's in office, representatives, administrators, and assigns) of one part.

And

THE SCIENCE ASSOCIATION OF BENGAL (Address: 104, D.H. ROAD, KOLKATA-700008) referred to as Second Party and represented herein by its Zonal /Divisional Head, Director/Owner/Proprietor, (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include it's in office, representatives, administrators, and assigns) of the other Part.



1 |
 Principal
 MAHISHADAL RAJ COLLEGE



THE SCIENCE ASSOCIATION OF BENGAL
 President Treasurer Secretary

Shyama Prasad Dey Paul
Advocate
High Court, Calcutta
Enrollment No. W/1906/188

Shyama Prasad Dey Paul
Advocate
High Court, Calcutta
Enrollment No. W/1906/188

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- 2 MAY 2019
S. CHATTERJEE
Licensed Stamp Vendor
D.C. Court
2 & 3, R. S. Roy Road, Kol-1

02 MAY 2019
02 MAY 2019

II. Purpose of the Agreement

Both parties are pleased to enter upon an agreement to establish ties of academic cooperation in order to contribute to the achievement of their overall goals as institutions through following but not limited to:

1. Joint Educational Research and Scientific Publications
2. Community empowerment activities
3. Exchange of Academic materials
4. Approaches to Appropriate Government and Non-Government bodies for funding
5. Visits and formal exchanges of scholars, students and administrators in specific areas of education, research and outreach.
6. Organizing and co-hosting international conferences, extension lectures, Seminars, Workshops, student internship, Joint projects
7. Social and cultural programs
8. Students and staff exchange programs including Visits, training and field trips.
9. Provide support in the quality improvement of its partner institution by providing an independent audit of its infrastructure and teaching / learning environment
10. Educational / Vocational Courses
11. Joint Consultancy
12. Any other activities that are mutually agreed upon and are beneficial to both

III Execution of the Agreement

The specific activities to be carried out under this agreement will be stated in corresponding specific sub-agreements. Such specific sub-agreements, once approved by all the parties, will be attached as annexure to this agreement. The specific sub-agreements among all the Parties will specify their objectives, conditions and ways of execution, financial support, period the sub-agreement will be in effect, and administrative responsibility within each institutions.

IV. Term and Expiration of the Agreement

It is understood that this agreement will come into effect after being signed by the two parties and will be established for a period of five years. After these five years it will be automatically extended for same period, unless one of the Parties expresses an intention (by written notification) to cancel the agreement at last 90 days before the expiry date. The amendment, termination and expiration of this MOU will not affect the terms of activities ongoing at the time of notification of amendment, termination or expiration, unless otherwise agreed upon among the parties.

Any additions, changes, or deletions to this document must be approved by the representatives of both Parties. All notices shall be in writing and shall be directed to these representatives.

V. Non-Exclusivity

This Agreement is a non-exclusive agreement, and both parties remain free to enter into similar agreements with other parties.



VI. Special Provisions

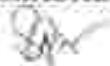
1. Each party will take approval from the other party in writing prior to using the latter's name and logo for the activities hereunder on a case-by-case basis.
2. Both parties hereto shall do their utmost to ensure the smooth and efficient implementation of the programs.
3. Both parties will consult with each other for any subsequent associated agreement informally and attempt to resolve disputes or misunderstanding that may arise in the administration of this MOU or any subsequent associated agreement informally.
4. Neither party can misuse this MOU by involving the name of the other without the written consent from the other parties.

VII. Disputes

If any dispute arises in respect of the MOU, in that case both the organizations will discuss and settle the matter amicably.

IN WITNESS WHEREOF both Parties have set and subscribe their respective hands and seals on the day, month and year first above written

For
MAHISHADAL RAJ COLLEGE



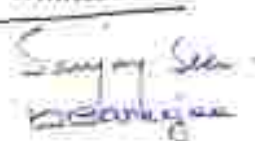
Name: Dr. Asim Kumar Bera.

Designation: Principal
Date: 15.07.2019

Principal
MAHISHADAL RAJ COLLEGE



Witness



For
SCIENCE ASSOCIATION OF BENGAL

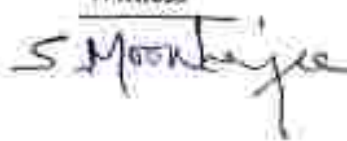


Name: Dr. Subhabrata Roychoudhuri.

Designation: Secretary
Date: 15.07.2019
THE SCIENCE ASSOCIATION OF BENGAL


President Treasurer Secretary

Witness



Memorandum of Understanding

Between

PASCHIM BANGA SOCIETY FOR SKILL DEVELOPMENT (PBSDD)

Department of Technical Education and Training,
Government of West Bengal

And

MAHISHADAL RAJ COLLEGE

Project Implementing Agency (PIA), DDU-GKY

**For implementation of DDU-GKY program in the
State of West Bengal**



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AD 870193

Memorandum of Understanding

(For Deen Dayal Upadhyaya Grameen Kaushalya Yojana (DDU-GKY) projects sanctioned by the Ministry of Rural Development, Government of India as per DDU-GKY SOP & Guidelines)

1. This Memorandum of Understanding is entered into on this 10 February 2021 (hereinafter called MoU).

Between

Pashim Banga Society for Skill Development hereafter called as "PBSSD" (which expression shall and include, unless it is repugnant to the context, its administrators, successors and assignees) under the administrative control of **Department of Technical Education, Training & Skill Development, Government of West Bengal as First Party** and represented by its authorized signatory **Shri. Randhir Kumar, IAS** working as Project Director, PBSSD.


Dr. Sanjay Singh
Deputy Director
DDU-GKY Project
Murshidabad College
Murshidabad

 And

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ক্রমিক নং ২১৪ নং ২০০ তারিখ ২৪/১২/২০

মোকাম : সতীশ সামন্ত গ্রাম পঞ্চায়েত

যোগাযোগপূর্বঃ মহিমামলঃ পূর্ব মেদিনীপুর

ক্রেতা কুমারীদেবী দেবী কুমারী

সকল কুমারীদেবী

বাসা কুমারীদেবী দেবী

স্বাক্ষর কুমারীদেবী দেবী (কুমারীদেবী)

সীলস্বাক্ষিতা রায় (অধিকারী)

মুদ্রিত তারিখ ০২/১২

Mahishadal Raj College bearing Permanent Registration Number **WB2019SGO33451**, a NAAC Accredited Grade A, Govt Sponsored College having its Head Office at **Garkamalpur, PO & PS - Mahishadal, Dist -**, hereinafter referred to as "**the PIA - Second Party**" (which term and expression shall mean and include, unless it is repugnant to the context, its successors, administrators and assignees) and represented by its authorized signatory **Dr. Sanjay Sen** working as **Director, DDU-GKY Project & Associate Professor, Dept of Political Science**, aged 50 years.

2. Both the parties mentioned above shall be jointly referred to as "**Parties**" under this MoU.

3. Purpose of MoU

a. This MoU establishes a framework for execution of projects between parties under the Deen Dayal Upadhyaya Grameen Kaushalya Yojana Guidelines, 2016 (as amended from time to time), of the Ministry of Rural Development, Government of India. It sets out the role and responsibilities of each of the parties for achievement of common objectives of Deen Dayal Upadhyaya Grameen Kaushalya Yojana (DDU-GKY).

b. Both parties hereby affirm that they shall work towards the implementation of the project MoU in letter and spirit.

4. Responsibilities of the Parties to the MoU.

4.1 Responsibilities of Paschim Banga Society for Skill Development (PBSDD)

The PBSDD has a primary role in stewardship and monitoring of the projects under DDU-GKY in the State. The PBSDD shall ensure, *inter-alia*, the following:

4.1.1 It will discharge its responsibilities through facilitation, timely support and timely review of the progress of the project.



Signature
Date
Name
Designation

- 4.1.2 Ensure timely release of financial grants to PIA (including centre + matching state share) as per prescribed service standards and operational norms.
- 4.1.3 Regular Monitoring of Performance and outputs in terms of the Deen Dayal Upadhyaya Grameen Kaushalya Yojana Guidelines.
- 4.1.4 Regular review of quality performance through field visits, quality assurance checks and inspections.
- 4.1.5 Facilitate information exchange, dissemination, analysis of trends and feedback into management and monitoring of the Deen Dayal Upadhyaya Grameen Kaushalya Yojana.
- 4.1.6 Undertake regular and concurrent monitoring of the project being undertaken by the PIA, through field visits and MIS review, to continuously assess the performance of the PIA for inputs to all stakeholders and for timely course correction.

4.2 Responsibilities of Project Implementing Agency

The Project Implementing Agency (PIA) under this MoU agrees to the following:

- 4.2.1 The PIA will be fully and directly responsible for achieving the physical targets (as per given Work Schedule attached with the MoU) and corresponding financial targets of the project in full compliance with the Deen Dayal Upadhyaya Grameen Kaushalya Yojana Guidelines and the project sanction order. It includes all responsibilities of quality, training, Assessment & Certification (A&C), placement of youth trained and follow-up.
- 4.2.2 The PIA shall comply with all terms and conditions (as annexed to), in addition to the norms as specified under Deen Dayal Upadhyaya Grameen Kaushalya Yojana Guidelines, 2016 (and any additional requirements arising out of revisions in guidelines thereto).



S-17
10/12/16
Dr. Sanjay Kumar
Additional Secretary
Skill Development
Ministry of Skill Development
Government of India

4.2.2 The PIA shall proactively endeavor to enhance the quality norms across the project value chain.

4.2.4 The PIA, of its own accord shall promptly inform all the parties of any changes or any modifications that affects its legal nature and the interests under this MoU. Such information shall be communicated in writing to all the parties to this MoU within 7 days of such modification.

5. Financing of the project

5.1 The PIA is committed financial assistance for the project DDU-CKY as below:

5.1.1 Sanction reference no. _____, ADDITION letter no. **PBSSD/PI/DDU/CKY/30-061/2020/3433** dated **10.12.2020**, Corrigendum No. **3266** dated **11.02.2021** for staffing of **800 candidates** in the districts of **Purba Medinipur** in trades namely **Front Office Associate (THC/Q0102), Counter Sales Executive (THC/Q0902) & Front Line Health Worker (DSS/Q0002)**

5.1.2 The total project cost is Rs. **4,61,40,950 (Rupees Four Crores Sixty One Lakhs Forty Eight Thousand Nine Hundred and Fifty)** for a tenure of **2 (Two)** years out of which the amount of funding (Grant) is Rs. **1,84,59,500 (Rupees One Crore Eighty Four Lakhs Fifty Nine Thousand Five Hundred and Eighty)**

5.2 The PIA shall not be entitled for any additional funding from any government or bodies of the project, unless specifically approved by the PBSSD. In general all projects shall be executed within the approved budget frame. Any extra requirement may be decided by the PBSSD. Such decision shall apply to promote the interest of the project (development) (Purba Medinipur) and MoU beneficiary as a part of the project.

Page 3 of 11

Santosh Sen
The Sanjay Sen
Additional Secretary
DDU/CKY Project
Medinipur Education Office



- 5.3. PBSSD may suspend all the payments to the PIA if the PIA fails to perform any of its obligations under this MoU. However, PBSSD shall take this action only after giving due notice to the PIA specifying the nature of non-performance of the PIA, and providing due opportunity to the PIA to take remedial measures to rectify such failures within specified period as may be specified in the notice.
- 5.4. Payment terms to the PIA will be as per the norms as specified under Deen Dayal Upadhyaya Gramin Kausalya Yojana Guidelines, 2016 (and any additional requirements arising out of revisions in guidelines thereto) and the Standard Operating Procedures.

5.3. Performance Bank Guarantee, Penalty and Liquidated Damages

- 5.3.1. The PIA would need to provide a Performance Bank Guarantee of 3% of the total approved cost, within a period of 7 days from the date of receipt of the Sanction order.
- 5.3.2. The Performance bank guarantee shall be from a scheduled commercial bank drawn in favour of Paschim Banga Society for Skill Development (PBSSD) payable at Kolkata.
- 5.3.3. This Guarantee shall be irrevocable and remain in full force for the total project period plus 180 days as per the Notification released by MoRD (No 51/2017) & Notification No 1/2021 dated January 23, 2021. The Guarantee shall continue to be enforceable till all obligations under the MoU have been fulfilled.
- 5.3.4. Performance Bank Guarantee shall be revoked in the following cases unless provided otherwise by PBSSD
- When any terms and conditions of the MoU are breached.
 - When the PIA fails to provide the services as specified in the MoU.



6. Special Conditions

6.1 PBSSD may engage services of a Central or State Technical Support Agency (CTSA/TSA) during any time of the project, and may assign certain tasks of monitoring etc. to the TSA. The role of TSA shall be applicable for the purpose of implementation of MoU, as decided by PBSSD from time to time.

6.2 As Deen Dayal Upadhyaya Grameen Kaushalya Yojana is a Centrally Sponsored Scheme (CSS), Guidelines/ Rules/ Circulars/ Orders will be issued by Government of India and PBSSD from time to time. All such Guidelines/ Rules/ Circulars/ Orders shall be applicable as and when issued. In case, there is any issue of interpretation or conflict, the decision of PBSSD shall be final and binding on the second party.

7. Communication

7.1 All notices and communication under this MoU shall be addressed to the following representatives of the parties as detailed below-

i. The Project Director, PBSSD
Karigari Bhawan, Plot No. B/7, Action Area - III,
New Town, Rajarhat, Kolkata - 700 160.
E-mail: ditwestbengal@yahoo.com

ii. Dr. Sanjay Sen, Director, DDII-GKY Project
Mahishadal Raj College,
PO & PS: Mahishadal, Dist: PurbaMedinipur
West Bengal - 721628.
E-mail: sanjaysenrcc@gmail.com

7.2 Formal communications shall include communication by email as well.



Sanjay Sen
21/10/20
Dr. Sanjay Sen
Director
DDII-GKY Project
Mahishadal Raj College

7.3 Any communication that may require deviation from this MoU or any related order and procedures shall be permitted only with written formal approval from PBSDD.

8. Confidentiality

8.1 All parties acknowledge the confidentiality of information that maybe among the parties from time to time, under this MoU. All parties agree not to disclose the same to any outside party, unless such information is:

- i. Part of the public domain at the time of disclosure or,
- ii. Required to be disclosed in accordance with the applicable laws of the country.

9. Arbitration and Applicable Laws-

9.1 The parties hereby agree that any dispute arising in connection with this MoU shall first be addressed mutually by the Parties. If the said Parties are unable to resolve the dispute mutually, the dispute shall be referred to the Vice-Chairman, PBSDD & Principal Secretary, TET&SD Department, Government of West Bengal, who will act as arbitrator for this purpose and whose decision shall be final and binding on all parties.

9.2 In case an aggrieved party seeks judicial remedy, and where PBSDD is the First Deponent, the petition shall be filed in jurisdiction of Calcutta High Court.

10. Force Majeure-

10.1 No failure or omission by any of the parties to perform any of the terms and conditions under this MoU shall give rise to any claim against such party or be deemed breach of this MoU if such failure or omission arises from an act of God, war or military operations, national or local emergency, natural disasters (fire, lightning, flood or such similar disasters), or any other reason which lies outside the control of the Parties.

Singh
14/11/20

Dr. SURESH SEN, Page 11 of 11
Additional Secretary
POLICY Division
M&A, Govt of West Bengal

11. Validity of the MoU

11.1 This MoU shall come into force on the date of execution of the MoU and shall be valid for the project period.

12. Debarment of the PIA

12.1 Where the PIA has been given a notice by the PBSSD to remedy the failure in performance, PBSSD may debar the PIA from applying for a fresh project in future if the PIA does not remedy the failure in performance under this MoU within the period specified in the said notice.

12.2 However, PBSSD shall take action for debarment, after issuing a due notice to the PIA specifying the nature of non-performance of the PIA and after giving the PIA an opportunity to remedy such failure within a reasonable period as maybe specified in the notice, and after giving the PIA an opportunity to be heard. All communication of the PBSSD to the PIA in the matter shall be sent with a copy to Central Technical Support Agency (CTSA) and Ministry of Rural Development (MoRD), Government of India.

13. Termination

13.1 This MoU may be terminated by the PIA giving 30 days written notice to PBSSD after having done foreclosure audit required as per guidelines/ SOP of DDU-GKY for considering claims to date. Else, PIA shall not be entitled for any payment and will have to refund all advances with interest applicable as per the DDU-GKY norms before the expiry of the said notice period of 30 days.

13.2 PBSSD may terminate the MoU by giving 30 days notice to the PIA with information to the Central Technical Support Agency (CTSA) and Ministry of Rural Development (MoRD) in case:

- i. The PIA becomes insolvent or bankrupt or is convicted under any criminal or civil charges under the applicable laws in the country.
- ii. The PIA does not remedy a failure in performance as pointed out by the PBSSD within a specified period of notice issued by PBSSD.
- iii. The PIA is found to be involved in misrepresentation/ falsification of records / data / details concerning the project, or found to be involved in fraud or malpractice in the project.



Dr. Sanjay Singh
Authorised Signatory
DDU-GKY Project
Maharaja Pratap College

13.3 However, PBSSD shall take action for termination of MoU only after giving a due notice to the PIA specifying the reasons for termination with an opportunity to reply within a reasonable period as maybe specified in the notice, and after giving the PIA an opportunity to be heard.

13.4 In the event of termination of the project the PIA shall fully and collaboratively cooperate with PBSSD to ensure smooth exit in respect of the project including submission of all requisite documents and information (soft or hard copies).

13.5 In the event of termination of the project due to non-performance by the PIA, PBSSD reserves the right to invoke the Performance Bank Guarantee and as regards Central share fund, PBSSD will have the liberty to take recourse of law as per prevailing laws of the country.

14. Recovery of dues under the MoU

14.1 In case of any failure by the PIA to refund money in cases where a recovery of dues has been ordered by PBSSD, the same shall attract action through the State Government under Public Money Recovery Act of the State Government or any other legal provision of the State Government. This does not prevent PBSSD from taking any other penal action as applicable under extant laws of the country.

15. Effect of invalidity of any clause of MoU on validity of MoU.

15.1 The invalidity of any provision of this MoU shall not invalidate other provisions of the MoU. Any such gap should be duly modified through amendment to the MoU in writing, with mutual consultation among all the parties.

16. Modification of the MoU

16.1 Any provision of this MoU may be amended or modified at any time by mutual consent among the parties. However, such amendment/modification in the MoU shall be undertaken only with prior written approval of PBSSD obtained and communicated duly to both the Parties.

16.2 All amendment/modification in the MoU shall have to be in writing, duly signed with seal by all parties concerned, as an Addendum to the MoU.



through this Memorandum of Understanding both the parties affirm their commitment to fulfill and achieve the objectives mutually agreed upon in this Memorandum of Understanding.

The Parties indicate their consent to this MoU by the signatures of their authorised representatives.

Signature

(Paschim Banga Society for Skill Development (PBSSD))

Technical Education, Training & Skill Development, Department (TET&SD)

Government of West Bengal

Project Director
Technical Education, Training & Skill Development, Department
Government of West Bengal

In the presence of the following witnesses:

1. SHUGHAN BAI, SPM, PBSSD

2.



Dr. Sanjay Sen
Authorised Signatory
HOD-GST Preceptor
Mahishadal Raj College

Signature

(Mahishadal Raj College)

PO & PS: Mahishadal,

Dist: Purba Medinipur,

West Bengal - 721628

In the presence of the following witnesses:

1.

2.

Enclosed:

1. Copy of Sanction order issued by Project Sanctioning Authority
2. Copy of Standard Terms & Conditions
3. Copy of Special Terms & Conditions (if any)
4. Work Schedule for the Project

NOTARIAL CERTIFICATE

N. No. 01 / 2017



TO ALL MEN THESE PRESENTS SHALL COME, I B. N. SAHA duly appointed and authorised by the Govt. of West Bengal to practice as a Notary, do hereby certify that the paper writings collectively marked 'A' annexed hereto hereinafter called the paper writings 'A' are presented before me by the executant(s)

*Pradhan Panch Society for Skill Development
at 87, Durgam Chatterjee Road, Bidhan Nagar
Kolkata - 700 091, W.B., India*
In the presence of
Memorandum of Understanding

hereinafter referred

to executant(s) on this 24th Day of November Two thousand Seventeen

Under the execution of the paper writings 'A' on its being admitted by the respective signatories as the matters contained therein and being satisfied as to the identity of the executant(s) I have attested the execution.

AN ACT WHEREOF being required of Notary, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as needs or occasions shall or may required for the same.

IN FAITH AND TESTIMONY WHEREOF, I the said Notary, have hereunto set and subscribed my name and affixed my seal of office on this 24th day of November 2017



B. N. SAHA
M.A., LL.B.
(Govt. of West Bengal)
Regn. No. 23 / 02
BIKASH BHABAN
North Block, Gr. Floor
Bidhannagar
Kolkata - 700 091
(W.B.) India
Mob. : 9830490607

24/11/2017



24 NOV 2017



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

Y 148219

MEMORANDUM OF UNDERSTANDING

1. This Memorandum of Understanding is entered into on 06/11/17
(hereinafter called MoU).

Between

Paschim Banga Society for Skill Development hereafter called as "PBSSD" (which expression shall and include, unless it is repugnant to the context, its administrators successors and assignees) under the administrative control of **Department of Technical Education, Training & Skill Development, Government of West Bengal** as **First Party**; and represented by its authorized signatory **Shri. S. K. Pramanick** working as **Project Director, PBSSD**.

AND

MAHISHADAL RAJ COLLEGE bearing TP ID **PBSSD/TP/MAHRCOL/120** a **Government Sponsored College**, affiliated to **Vidyasagar University** and recognised by the **University Grants Commission (12B & 2f)** having its Head Office at **P.O & P.S: Mahishadal, Dist: Purba Medinipur, West Bengal, Pin: 721628**, hereinafter referred to as

28.11.17
N.C. Pramanick
Principal
Mahishadal Raj College
Mahishadal, Purba Medinipur
West Bengal

Principal
Mahishadal Raj College
Mahishadal, Purba Medinipur

24 NOV 2017



and Party" (which term and expression shall mean and include, unless it is significant to the context, its successors, administrators and assignees) and represented by its

authorized signatory **Dr. Asim Kumar Bera, working as Principal, Mahishadal Raj College.**

2. Both the parties mentioned above shall be jointly referred to as **"Parties"** under this MoU.

3. Purpose of MoU

- a. This MoU establishes a framework for execution of projects between parties under the Utkarsh Bangla Guidelines (as amended from time to time) of the Paschim Banga Society for Skill Development, Government of West Bengal. It sets out the role and responsibilities of each of the parties for achievement of common objectives of Utkarsh Bangla – Project Mode Interventions.
- b. Both parties hereby affirm that they shall work towards the implementation of the project MoU in letter and spirit.

4. Responsibilities of the Parties to the MoU

Responsibilities of the parties would be as per the "Terms & Conditions for Trainings under Utkarsh Bangla – 2017-18" as available at <http://psssd.org/admin/index.aspx>. The responsibilities would be amended from time to time and same would be notified by the First Party.



5. Funding of the projects

The funding for the projects would be as per the Utkarsh Bangla Scheme with amendments is available at <http://psssd.org/admin/index.aspx>.



Asim Kumar Bera
Principal
Mahishadal Raj College
M. Palla Mahisadal

24 NOV 2017



e value of this contract would be INR 7,693,800.00

According to Atkarsh Bangla Scheme, the TP would be required to submit a performance Bank Guarantee of *at.2%* of the estimated value of this MoU. Hence the Performance Bank Guarantee to be submitted would be INR 153,876.00. The performance bank guarantee needs to be submitted to PBSSD within 7 days of signing of this MoU and it should be valid for at least 2 years.

Format of Performance Bank Guarantee is at Annexure I.

6. Terms & Conditions

Both the parties must adhere to all the terms and conditions of the Atkarsh Bangla Scheme as amended from time to time.

7. Communication

All notices and communication under this MoU shall be addressed to the following representatives of the parties as detailed below-

On behalf of First Party:

Project Director, PBSSD, Karigori Bhawan, B/7, Action Area-III, New Town Rajarhat, Kolkata-700160, West Bengal.

On behalf of Second Party:

Principal, Mahishadal Raj College, P.O. & P.S: Mahishadal, Dist: Purba Medinipur, West Bengal, Pin: 721628

Formal communications shall include communication by email at projectmode.atkarshbangla@gmail.com



Date: _____


Principal
Mahishadal Raj College
Uttaral, P.O. Mahishadal

26 NOV 2021

...ommunization that may require deviation from this MoU or and related order
procedures shall be permitted only with written formal approval from PBSDD.



8. Confidentiality

All parties acknowledge the confidentiality of information that may be among the parties from time to time, under this MoU. All parties agree not to disclose the same to any outside party, unless such information is:

- i. Part of the public domain at the time of disclosure or;
- ii. Required to be disclosed in accordance with the applicable laws of the country.

9. Arbitration and Applicable Laws

The parties hereby agree that any dispute arising in connection with this MoU shall first be addressed mutually by the Parties. If the said Parties are unable to resolve the dispute mutually, the dispute shall be referred to a nominated representative by the First Party in accordance with the amended act, who will act as arbitrator for this purpose and whose decision shall be final and binding on all parties.

In case an aggrieved party seeks judicial remedy, and where PBSDD is the First Defendant, the petition shall be filed in jurisdiction of Calcutta High Court.

10. Force Majeure

No failure or omission by any of the parties to perform any of the terms and conditions under this MoU shall give rise to any claim against such party or be deemed breach of this MoU if such failure or omission arises from an act of God, war or military operations, national or local emergency, natural disasters (fire, lightning, flood or such similar disasters), or any other reason which lies outside the control of the Parties.

11. Validity of the MoU

This MoU shall come into force on the date of execution of the MoU and shall be valid for the project period of 3 year from the commencement date of the first batch.

12. Debarment of the TP

Where the TP has been given a notice by the PBSDD to remedy the failure in performance, PBSDD may debar the TP from applying for a fresh projecting future if the TP does not remedy the failure in performance under this MoU within the period specified in the said notice. However, PBSDD shall take action for debarment, after issuing a due notice to the TP specifying the nature of non-performance of the TP and after giving the TP an opportunity to remedy such failure within a reasonable period as maybe specified in the notice, and after giving the TP an opportunity to be heard. All communication of the PBSDD to the TP in the matter shall be sent with a copy to Central Technical Support Agency (CTSA) and Ministry of Rural Development (MoRD), Government of India.

13. Termination

This MoU may be terminated by the TP giving 30 days written notice to PBSDD after having done her/his/their work required as per guidelines of Hkharsh Bangla for occupying claims to date.

- PBSDD may terminate the MoU by giving 30 days' notice to the TP:
 - i. The TP becomes insolvent or bankrupt or is convicted under any criminal offence under the applicable laws in the country

[Handwritten signature]
Director
PBSDD

[Handwritten signature]
Principal
Subordinate PWS Group
Prasanna, Kalyanpur

[Handwritten signature]

24 NOV 2011

If the TP does not remedy a failure in performance as pointed out by the PBSSD within a specified period of notice issued by PBSSD.

(ii) The TP is found to be involved in misrepresentation/ falsification of records/ data/ details concerning the project, or found to be involved in fraud or malpractice in the project.

However, PBSSD shall take action for termination of MoU only after giving it due notice to the TP specifying the reasons for termination with an opportunity to reply, within a reasonable period as maybe specified in the notice, and after giving the TP an opportunity to be heard.

In the event of termination of the project the TP shall fully and collaboratively cooperate with PBSSD to ensure smooth exit in respect of the project including submission of all requisite documents and information (soft or hard copies).

In the event of termination of the project due to non-performance by the TP, PBSSD reserves the right to invoke the Performance Bank Guarantee and PBSSD will have the liberty to take recourse of law as per prevailing laws of the country.

14. Effect of invalidity of any clause of MoU on validity of MoU.

The invalidity of any provision of this MoU shall not invalidate other provisions of the MoU. Any such gap should be duly modified through amendment to the MoU, in writing, with mutual consultation among all the parties.

15. Modification of the MoU

All provisions of this MoU shall be amended or modified at any time by mutual consent among the parties. However, such amendment/modification in the MoU shall be undertaken only with prior written approval of PBSSD obtained and






Principal
K. J. Somaiya Institute of Technology
Mumbai, India

24 NOV 2017

Amendment / modification in the MoU shall have to be in writing, duly signed with seal by all parties concerned, as an Addendum to the MoU.

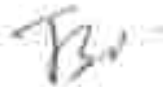
Through this Memorandum of Understanding both the parties affirm their commitment to fulfill and achieve the objectives mutually agreed upon in this Memorandum of Understanding.

The Parties indicate their consent to this MoU by the signatures of their authorised representatives.


Paschim Banga Society for Skill Development (PBSSD)
Government of West Bengal

In the presence of the following witnesses:

1.



2.



Principal
Mahishadal Raj College
Mahishadal, Purba Medinipur



MAHISHADAL RAJ COLLEGE

In the presence of the following witnesses:

1.


Badal Kishore Behera

2.


ANJAN SEKI
Director
DDU KAUSHAL Kendra
Mahishadal Raj College




Representative of
DDU KAUSHAL Kendra

**DDU KAUSHAL
KENDRA**

24 NOV 2017

24 NOV 2017

Date Day of 20



In the Matter of :
Instrument 'A'
and
In the Matter of

NOTARIAL CERTIFICATE



B. N. SAHA

M.A., LL.B.

(Govt. of West Bengal)

Regn. No. 23 / 02

BIKASH BHABAN

North Block, Gr. Floor

Hidhannagar

Kolkata - 700 091

(W.B.) India

Mob. : 9830490607

NOTARIAL CERTIFICATE

No. 64 / 18



TO ALL MEN THESE PRESENTS SHALL COME, I B. N. SAHA duly appointed and authorized by the Govt. of West Bengal to practice as a Notary, do hereby certify that the paper writings collectively marked 'A' annexed hereto hereinafter called the paper writings 'A' are presented before me by the executant(s)

*Prachin Bangla Society for skills development
of Korigon shawom, C/O, RA-13
Newtown, Rajmahal, KOL-160*

IN THE MATTER OF
MOU

and another

as the executant(s) on this 15th day of June (hereinafter referred) Two thousand Eighteen

Under the execution of the paper writings 'A' on its being admitted by the respective signatories as the matters contained therein and being satisfied as to the identity of the executant(s) herein attested the execution.

AN ACT WHEREOF being required of Notary, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as needs or occasions shall or may required for the same.

IN FAITH AND TESTIMONY WHEREOF, I the said Notary have hereunto set and subscribed my name and affixed my seal of office on this 15th day of June 2018.

15/6/18



B. N. SAHA
M.A., L.L.B.
(Govt. of West Bengal)
Regn. No. 23 / 02
BIKASH BHABAN
North Block, Gr. Floor
Bidhannagar
Kolkata - 700 091
(W.B.) India
Mob. : 9830490607

B. N. SAHA
NOTARY
West Bengal
Reg. No. 23/02
Bikash Bhaban
North Block, Gr. Floor
Bidhannagar
Kolkata - 700 091
(W.B.) India

15 JUN 2018



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



Z 299989

MEMORANDUM OF UNDERSTANDING

1. This Memorandum of Understanding is entered into on 29-03-2018 (hereinafter called MoU).

Between

Paschim Banga Society for Skill Development hereafter called as "PBSSD" (which expression shall and include, unless it is repugnant to the context, its administrators successors and assignees) under the administrative control of Department of Technical Education, Training & Skill Development, Government of West Bengal as First Party; and represented by its authorized signatory Shri. S. K. Pramanick working as Project Director, PBSSD.

Shri. S. K. Pramanick, Project Director

AND

MAHISHADAL RAJ COLLEGE bearing IP ID PBSSD/TP/MAHRCOL/120 a Government Sponsored College, having its Head Office at P.O & P.S: Mahishadal, Dist: Purba Medinipur, West Bengal, Pin: 721628, hereinafter



B. N. SAHA
OFFICE
MAHISHADAL, KULDAHA
WEST BENGAL

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(pg-01)

05 JUN 2018



ক্রমিক নং ২৩২ মূল্য ২০০ তারিখ ২৩/৩/১৫

ভেণ্ডার : - কনক কুমার সামন্ত

যেহাঙ্গামা : মহিষানন্দ A.P.S.R.O., লস নং-০১/২০০৮

ভেণ্ডার নাম হুজুরুল ইসলাম হুজুরুল ইসলাম হুজুরুল ইসলাম

পিতা : হুজুরুল ইসলাম

পিতার নাম : হুজুরুল ইসলাম

জন্মস্থান : হুজুরুল ইসলাম জেলা-পূর্ব মেদিনীপুর

স্বাক্ষর : হুজুরুল ইসলাম

ভেণ্ডার স্বাক্ষর : কনক কুমার সামন্ত



as "Second Party" (which term and expression shall mean and include its successors, administrators and assignees) and represented by its authorized signatory **Dr. Asim Kumar Bera**, working as Principal, Mahishadal Raj College.

2. Both the parties mentioned above shall be jointly referred to as "Parties" under this MoU.

3. Purpose of MoU

- a. This MoU establishes a framework for execution of projects between parties under the Utkarsh Bangla Guidelines (as amended from time to time), of the Paschim Banga Society for Skill Development, Government of West Bengal. It sets out the role and responsibilities of each of the parties for achievement of common objectives of Utkarsh Bangla – Project Mode Interventions.
- b. Both parties hereby affirm that they shall work towards the implementation of the project MoU in letter and spirit.

Asim Kumar Bera

4. Responsibilities of the Parties to the MoU

Responsibilities of the parties would be as per the "Terms & Conditions for Trainings under Utkarsh Bangla – 2017-18" as available at <http://pbssd.org/admin/index.aspx>. The responsibilities would be amended from time to time and same would be notified by the First Party.

5. Funding of the projects

The funding for the projects would be as per the Utkarsh Bangla Scheme with amendments as available at <http://pbssd.org/admin/index.aspx>.

The value of this contract would be INR 2, 29,70,706.00

B. N. SAHA
 SECRETARY
 Paschim Banga Society for Skill Development
 6th Floor, Mahishadal, Kulkani
 West Bengal

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(pg- 02)



15 JUN 2018



to Utkarsh Bangla Scheme, the TP would be required to submit a Performance Bank Guarantee of @2% of the estimated value of this MoU. Hence the Performance Bank Guarantee to be submitted would be **INR 459,415.00.**

The performance bank guarantee needs to be submitted to PBSSD within 7 days of signing of this MoU and it should be valid for at least 2 years.

Format of Performance Bank Guarantee is at Annexure I.

6. Terms & Conditions

Both the parties must adhere to all the terms and conditions of the Utkarsh Bangla Scheme as amended from time to time.

7. Communication

All notices and communication under this MoU shall be addressed to the following representatives of the parties as detailed below-

On behalf of First Party:

Project Director, PBSSD, Karigori Bhawan, B/7, Action Area-III, New Town Rajarhat, Kolkata-700160, West Bengal.

On behalf of Second Party:

Principal, Mahishadal Raj College, P.O. & P.S: Mahishadal, Dist: Purba Medinipur, West Bengal, Pin: 721628

Formal communications shall include communication by email at projectmode.utkarshbangla@gmail.com

Any communication that may require deviation from this MoU or and related order and procedures shall be permitted only with written formal approval from PBSSD.

Asim Karmakar (Sign)

B. N. SAHA
NOTARY
Kolkata, West Bengal



15 JUN 2018

Confidentiality



The parties acknowledge the confidentiality of information that maybe among the parties from time to time, under this MoU. All parties agree not to disclose the same to any outside party, unless such information is:

- i. Part of the public domain at the time of disclosure or,
- ii. Required to be disclosed in accordance with the applicable laws of the country.

9. Arbitration and Applicable Laws-

The parties hereby agree that any dispute arising in connection with this MoU shall first be addressed mutually by the Parties. If the said Parties are unable to resolve the dispute mutually, the dispute shall be referred to the Vice-Chairman, PBSSD & Principal Secretary, TET&SD Department, Government of West Bengal, who will act as arbitrator for this purpose and whose decision shall be final and binding on all parties.

In case an aggrieved party seeks judicial remedy, and where PBSSD is the First Deponent, the petition shall be filed in jurisdiction of Calcutta High Court.

Prison Kanchore, Ghoree

10. Force Majeure-

No failure or omission by any of the parties to perform any of the terms and conditions under this MoU shall give rise to any claim against such party or be deemed breach of this MoU if such failure or omission arises from an act of God, war or military operations, national or local emergency, natural disasters (fire, lightning, flood or such similar disasters), or any other reason which lies outside the control of the parties.

B. N. SAHA
Principal Secretary
TET & SD Department
Government of West Bengal
Bhubaneswar



17 5 JUN 2018

ity of the MoU



MoU shall come into force on the date of execution of the MoU and shall be valid for the project period of 1 year from the commencement date of the first batch.

12. Debarment of the TP

Where the TP has been given a notice by the PBSSD to remedy the failure in performance, PBSSD may debar the TP from applying for a fresh project in future if the TP does not remedy the failure in performance under this MoU within the period specified in the said notice.

However, PBSSD shall take action for debarment, after issuing a due notice to the TP specifying the nature of non-performance of the TP and after giving the TP an opportunity to remedy such failure within a reasonable period as maybe specified in the notice, and after giving the TP an opportunity to be heard. All communication of the PBSSD to the TP in the matter shall be sent with a copy to Central Technical Support Agency (CTSA) and Ministry of Rural Development (MoRD), Government of India.

Attn: Kumar: B. N. Saha

13. Termination

This MoU may be terminated by the TP giving 30 days written notice to PBSSD after having done foreclosure audit required as per guidelines of Utkarsh Bangla for considering claims to date.

PBSSD may terminate the MoU by giving 30 days' notice to the TP:

- i. The TP becomes insolvent or bankrupt or is convicted under any criminal or civil charges under the applicable laws in the country.
- ii. The TP does not remedy a failure in performance as pointed out by the PBSSD within a specified period of notice issued by PBSSD.

B. N. SAHA
NOTARY
No. 212002
Cuttack



15 JUN 2018



p is found to be involved in misrepresentation/ falsification of records/ data/ concerning the project, or found to be involved in fraud or malpractice in the

However, PBSSD shall take action for termination of MoU only after giving a due notice to the TP specifying the reasons for termination with an opportunity to reply within a reasonable period as maybe specified in the notice, and after giving the TP an opportunity to be heard.

In the event of termination of the project the TP shall fully and collaboratively cooperate with PBSSD to ensure smooth exit in respect of the project including submission of all requisite documents and information (soft or hard copies).

In the event of termination of the project due to non-performance by the TP, PBSSD reserves the right to invoke the Performance Bank Guarantee and PBSSD will have the liberty to take recourse of law as per prevailing laws of the country.

14. Effect of invalidity of any clause of MoU on validity of MoU.

The invalidity of any provision of this MoU shall not invalidate other provisions or the MoU. Any such gap should be duly modified through amendment to the MoU in writing, with mutual consultation among all the parties.

Amit Kumar Bhowmik

15. Modification of the MoU

Any provision of this MoU may be amended or modified at any time by mutual consent among the parties. However, such amendment/modification in the MoU shall be undertaken only with prior written approval of PBSSD obtained and communicated duly to both the Parties.

All amendment / modification in the MoU shall have to be in writing, duly signed with seal by all parties concerned, as an Addendum to the MoU.

B. N. SAHA
NOTARY
Office: 1st Floor
Hilltop, Kolkata
West Bengal

15 JUN 2018



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this Memorandum of Understanding. Both the parties affirm their commitment to fulfill and achieve the objectives mutually agreed upon in this Memorandum of Understanding.

The Parties indicate their consent to this MoU by the signatures of their authorised representatives.

[Handwritten signature]

**Paschim Banga Society for Skill Development (PBSSD)
Government of West Bengal**

In the presence of the following witnesses:

1. *[Handwritten signature]*
2. *[Handwritten signature]*

Asim Kumar Bera
MAHISHADAL RAJ COLLEGE Principal
 Mahishadal Raj College
 In the presence of the following witnesses: *[Handwritten signature]*



1. *[Handwritten signature]*
2. *[Handwritten signature]*

[Handwritten signature]
 B. N. SAHA
 NOTARY
 No. 23/2008

B. N. SAHA
 NOTARY
 No. 23/2008
 West Bengal

15 JUN 2018

15 JUN 2018

Date Day of 25



In the Matter of :
Instrument 'A'
and
In the Matter of

NOTARIAL CERTIFICATE



B. N. SAHA

M.A., L.L.B.
(Govt. of West Bengal)
Regn. No. 23 / 02
HIKASH BHABAN
North Block, Gr. Floor
Bidhannagar
Kolkata - 700 091
(W.B.) India
Mob. : 9880490607



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

T 257389

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered on this Sixteenth day of December Two Thousand Fifteen.

BETWEEN

Tata Motors Limited, a Company incorporated under the Indian Companies Act, 1913 and having its registered office and works at Bombay House, 24, Homi Mody Street, Hutatma Chowk, Fort, Mumbai - 400 001 and hereinafter referred to as 'TML', which term shall mean and include its successors and assigns in business on the First Part.

Sudar Bhattacharya
Area In-charge
TATA MOTORS



[Signature]
PRINCIPAL
MAHISHADAL RAJ COLLEGE

No. 443 Value 100/-

02 DEC 2015

Date: SUBHAS GHANDRA SAHA

Sold to: Advocate

Address: Sealdah Court, Kolkata-700017

Vender: _____

Sealdah Civil Court
(ALOXE MUKHERJEE)

[Handwritten signature]



AND

Deen Dayal Upadhyay KAUSHAL Kendra, Mahishadal Raj College, (hereinafter referred to as "the KAUSHAL Kendra" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors in office and assigns) of the Second Part.

The purpose of this MOU is to support the Mahishadal Raj College, KAUSHAL Kendra Division, having its administrative office at Mahishadal Purba Medinipur, PIN - 721628 West Bengal Under Vidyasagar University, West Bengal, and hereinafter referred to as 'KAUSHAL KENDRA' with specified technical equipment and Automotive industry specific expertise.

The Party of the First Part and the Party of the Second Part are jointly referred to as the "Parties" and individually referred to as the "Party" hereinafter.

AND WHEREAS:

1. It is the objective of KAUSHAL Kendra, Mahishadal Raj College, that the skills in automobile sector imparted by the college needs active participation of Industries at all stages of training program to make them (a) Industry responsive (b) keep pace with technological advancements in Industry and (c) expanding its knowledge to produce improved workforce suitable for labour market emerging out of industrial scenario of the State.
2. In pursuance of the aforementioned objective of KAUSHAL Kendra, TML agrees to support the automobile sector related Course of the KAUSHAL Kendra situated at Mahishadal Raj College, Purba Medinipur, PIN - in the State of West Bengal for mutual benefit of the Parties to produce skilled workforce with improved employability conditions suitable for wage / self employment.

Susar Bhattacharya
Area In-charge
TATA MOTORS



PRINCIPAL
MAHISHADAL RAJ COLLEGE

3. TML is desirous to provide the theory and practical training material to the Institute on various aspects of automobile manufacturing and servicing through its in-house developed Training Module (hereinafter referred to as 'TML Training Module') to the student community undergoing specified Skill Development training courses in Mahishadal Raj College, KAUSHAL Kendra Division recognized by the UGC, and Ministry of Human Resource Development, Govt. of India.
4. The Training Module of TML for Automotive related Courses consist of
- Training Material
 - Training techniques & Methodology
 - Practical Training
 - Train the Trainer
 - Select/recommend equipments
 - Industrial Training
5. The Mahishadal Raj College is a Government Sponsored College under Vidyasagar University, situated at Mahishadal, Purba Medinipur, West Bengal and has an objective to provide optimum Industrial Training of their students of KAUSHAL Kendra Division.
6. TML has agreed to take up the activity of providing the TML Training Module as a part for facilitating, creating pool of skilled and technically trained manpower for various kinds of jobs/ activities/ operations in the automobile sector and the KAUSHAL Kendra in its efforts to provide better learning and employment enhancing avenues to its students in accordance with the changing industry needs has agreed for providing the said TML Training Module under the terms and conditions mentioned herewith.
7. Both Parties have agreed to

Susar Bhattacharya
Area In-charge
TATA MOTORS



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PRINCIPAL
MAHISHADAL RAJ COLLEGE

- (a) To support each other in letter and spirit by providing appropriate and modern training techniques, methodology and to help the KAUSHAL Kendra develop its infrastructure and facilities to improve the employability of local youth.
- (b) To work together for the overall development of the students enrolled with the KAUSHAL Kendra for the automobile related courses.
- (c) To enter into this Memorandum of Understanding (MOU) on the following terms and conditions.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

A) FIRST PARTY AGREES:

1) TRAINING:

- (a) To support the KAUSHAL Kendra by providing appropriate inputs from TML Training Module.
- (b) TML would be facilitating training through the TML Training Module in the KAUSHAL Kendra on 'Free of Cost' basis and will not charge any extra amount from the students enrolled.
- (c) To take up the activity of the facilitating of TML Training Module as a part of the KAUSHAL Kendra's endeavor to create pool of skilled and technically trained manpower for various kinds of jobs/ activities/ operations in the automobile sector.
- (d) To give a 'Certificate of Appointment Plaque' ('Plaque' for reference hereinafter) to KAUSHAL Kendra Division, Mahishadal Raj College, indicating the selection of the College for the purposes of implementing Training Program. In addition to the Plaque, TML shall also provide to the KAUSHAL Kendra a 'Training Package Certificate'.

Susmita Bhattacharyya
Area In-charge
TATA MOTORS



PRINCIPAL
MAHISHADAL RAJ COLLEGE

- (e) To promptly resolve any problem the KAUSHAL Kendra may face with regard to the TML Training Module and to keep the TML Training module updated.
- (f) To support KAUSHAL Kendra by conducting special classes on the usage of Training Material supplied by TML as and when necessary. This may also include the change in technology or change in the method of usage of the same.

2) ASSISTANCE FOR FACULTY AND STAFF DEVELOPMENT:

- (a) TML shall give proper training to the faculties and shall keep the KAUSHAL Kendra updated about the performance of the faculties in the training and also the performance of the faculties in the use of the TML Training Module.
- (b) The training to the faculties will be held at any of the Training Centers of TML and shall be provided free of cost. However the costs of the travel of the faculties from college to the venue of the training and back to the college and the costs of the boarding and/or lodging of the faculties during the period of training shall be borne by KAUSHAL Kendra.

Susar Bhattacharya
Area In-charge
TATA MOTORS



3) SEMINARS, WORKSHOPS AND EXHIBITIONS:

TML may help the KAUSHAL Kendra in organizing Interactive Seminars, Workshops for mutual benefits of students and faculty.

4) INDUSTRIAL TRAINING:

- (a) TML shall at the request of the KAUSHAL Kendra support the College for arranging on the job training for its students enrolled in the TML Training Module.



Principal
MAHESHWARI COLLEGE

- (b) The TML Training Module is a combination of theory, practical, Industrial training. The KAUSHAL Kendra shall, at its premises in the selected branch, impart the theory part of the TML Training Module, while On the Job Training (Practical) Training) of the TML Training Module shall be imparted at any authorized workshop herein after referred to as the Workshop of the TML.
- (c) The KAUSHAL Kendra, Mahishadal Raj College agrees that the College shall permit the students to visit Workshop for the purposes of the practical training of TML Training Module without affecting the theory part of the curriculum. However the arrangements and the costs of the travel of the students from the KAUSHAL Kendra to the dealership/Workshops and back to the College shall be made and borne by the students themselves and TML shall not be responsible for the same.
- (d) The students, while undergoing Industrial Training, shall at all times display significantly the Identity card issued to them by the KAUSHAL Kendra. The faculty/ staff from the College shall ensure discipline on the part of the students during their visit to the Workshop.

Susar Bhattacharjya
Area In-charge
TATA MOTORS



5) CURRICULUM:

- (a) TML may suggest product related curriculum of automobile related trade/s in addition to the normal syllabus set by NSDC and Sector Skill Council which KAUSHAL Kendra, MRC, agrees to consider.
- (b) TML will from time to time suggest adding new Automotive Industry related trade courses which KAUSHAL Kendra, MRC, Purba Medinipur agrees to consider.




PRINCIPAL
MAHISHADAL RAJ COLLEGE

6) MACHINERY & EQUIPMENT

- (a) TML may provide certain equipment/aggregates to the KAUSHAL Kendra for the purposes of conducting TML Training Module, as TML may deem fit.
- (b) The KAUSHAL Kendra Division, Mahishadal Raj College agrees that all the Equipment/aggregates, given to the KAUSHAL Kendra by TML under this MOU, shall remain the property of TML for the first five English Calendar years from the date of this MOU (i.e., the date first mentioned above) Further during these first five English Calendar years, the KAUSHAL Kendra shall not take the stock of these equipments into its books of accounts. Any action by the KAUSHAL Kendra in violation of this clause shall entitle TML to discontinue the TML Training Module with immediate effect and the KAUSHAL Kendra shall make no claim whatsoever against TML in this regard.
- (c) If TML at any point of time during the first five English Calendar years from the date of this MOU has the right to replace the equipment for any reasons whatsoever and in the event of the termination of this MOU before the completion of first five English Calendar years TML has the right to take the entire equipment back with it and the KAUSHAL Kendra Division, MRC shall have no claim or litigation over the same. However, after expiry of the term and validity of this MOU, the same may be renewed after mutual discussions between the Parties and if each of the Parties gives its consent thereto, KAUSHAL Kendra shall bear the costs towards annual maintenance or repair work in case of equipment break down. It is agreed herein specifically that the preservation / upkeep and maintenance of the said equipments would be the responsibility of the KAUSHAL Kendra.

Susar Bhattacharya
Area In-charge
TATA MOTORS



7) DEVELOPMENT OF WORKSHOP AND LABORATORY



Susar
PRINCIPAL
MAHISHADAL RAJ COLLEGE

- (a) TML shall provide standard study material developed for in the TML Training Module. However it shall be the responsibility of the KAUSHAL Kendra to upgrade its infrastructure and bear the complete cost of the basic educational & safety items as specified / recommended by TML from time to time for the purposes of effective use of TML Training Module.
- (b) TML shall recommend to the KAUSHAL Kendra necessary modification/alterations for completing in all respects a building and appertaining or incidental structures in accordance with the Plans and the Institute shall arrange to obtain necessary approvals from appropriate authority. The entire costs of such construction required for alteration/modification in accordance with the Plans will be borne by the College.
- (c) TML shall recommend to the KAUSHAL Kendra for upgrading the facilities and resources for facilitating TML Training Module. The College shall provide the recommended facilities and resources, and thereafter the said facilities and resources shall be maintained in good and proper condition by the KAUSHAL Kendra. Drawings related to the facility shall be developed jointly by the College and TML and any change thereafter shall be done only with prior written consent of the other Party. TML may make annual inspection on the condition of the facilities and resources in the month of April every year and if required may request the KAUSHAL Kendra to carry out proper maintenance work within reasonable time for the purposes of being considered for the next academic year.

SECOND PARTY AGREES:

- To take all steps for safeguarding the training materials, machinery, equipments and other provisions made available by the TML.

Sudar Bhattacharya
Area In-charge
TATA MOTORS

Sudar Bhattacharya



Sudar
PRINCIPAL
MAHARAJA PRATAP COLLEGE

2. To keep separate and proper records of accessories, appliances, tools, equipments and other articles provided by the TML.
3. To maintain all the necessary training records of the students undergoing the TML Training Module.
4. To recruit/assign 1 (one) specific faculty for each of the courses. These faculties shall be contracted by the KAUSHAL Kendra for imparting training to students enrolled in the Automotive Course and TML Training Module. It is also agreed that the salaries, wages, daily allowances, etc. which is applicable would be paid by the KAUSHAL Kendra and TML would not be responsible for the same.
5. Mahishadal Raj College, Purba Medinipur agrees that it shall be the responsibility of the KAUSHAL Kendra to comply with all applicable statutes. TML shall not be liable in any manner whatsoever for any non compliance on the part of the college of the applicable laws.
6. To display the Plaque at its Branch in such a place where the Plaque is visible to all. The Institute understands that the Plaque and the Package Certificate shall remain the property of TML.
7. The KAUSHAL Kendra recognizes the right of TML to make regular, frequent and informed inspections of the premises/infrastructure in respect of Automotive related trades at any point of time during the working hours to oversee the use of TML Training Module by the KAUSHAL Kendra and take stock of the equipment and to suggest improvements in the training methodology.

Validity, Termination, Resolution of Disputes and General Covenants

1. This MOU shall be valid for a period of 5 years from the date of commencement. The term of this MOU may be extended further

Susar Bhattacharya
Area In-charge
TATA MOTORS

Susar Bhattacharya



Susar
PRINCIPAL
MAHISHADAL RAJ COLLEGE

for such period as may be agreed upon between the Parties on mutually agreed terms and conditions.

2. Under no circumstances, TML shall be under any obligation whatsoever to offer employment to the students undergoing the TML Training Module for automotive related trades / training.

3. Neither Party shall have any financial obligation towards each other under this MOU.

4. Either Party may terminate this MOU during its term, without assigning any reason(s)/ justification by giving 3 months advance written notice.

5. This MOU constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes prior negotiations, representations or agreements, either written or oral.

6. Any issues not specifically covered by this MOU shall be resolved only by mutual discussion between the Parties.

7. No change or modification of this MOU shall be valid unless the same shall be in writing and signed by both the Parties.

8. This MOU is on a Principal-to-Principal basis. This MOU also does not create any employee-employer relationship between the Parties and/or the Parties and the staff of the College. The TML and the KAUSHAL Kendra confirm that the TML and College, their employees, agents and representatives, shall be treated as independent entity and nothing contained herein shall be deemed to create a merger of their assets or their fiscal or other liabilities or undertakings or create any employment or relationship of principal and agent between the Parties and/or its representatives, employees and agents.

9. The Parties confirm that there shall be no revenue sharing as it views the said project as part of its "Corporate Social Responsibility Activity" and any profit resulting from running the

Gusar Bhattacharya
Area In-charge
TATA MOTORS

[Handwritten Signature]



[Handwritten Signature]
PRINCIPAL
KAUSHAL KENDRA COLLEGE

said College shall be used for developmental activities of the said KAUSHAL Kendra.

10. Neither party shall not be deemed in default of its obligations under this agreement nor shall be liable to the other to the extent that it is unable to perform any of its obligations by reason of any event or circumstance beyond its reasonable control.
11. Any notice to be served under this agreement shall be served upon the recipient at its address set out here in either by hand or by first class post or otherwise by facsimile or e-mail transmission and shall be deemed served 48 hours after posting if sent by post or on delivery if it is delivered by hand and on completion of transmission if sent by facsimile or e-mail.

12. Nothing stated above shall be applicable in the following

and the termination shall be with immediate effect and shall be no clamor litigation in this regard:-

- i) For any specific violation of any of the terms or clauses of the MOU by Tata Motors.
- ii) Order of any Court of Law or appropriate authorities prohibiting the programmes like or similar to KAUSHAL Kendra.
- iii) Any legislation passed by the State.

13. It shall be tried to resolve all the disputes amicably by negotiations. If the negotiations fail then the same shall be terminated automatically.

14. This MOU is being executed in duplicate, each of which shall be deemed to be original. Each party shall retain a copy hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by and through their duly authorized representatives as of the date written herein. The Parties hereto have caused their

Susar Bhattacharya
Area In-charge
TATA MOTORS

[Handwritten Signature]



[Handwritten Signature]
PRINCIPAL
MUNICIPAL RAJ COLLEGE

representative duly authorized for that purpose to sign and execute this MOU and affix hereto their seals on the dates and in the year hereinabove written.



 PRINCIPAL
 MAHISHADAI RAJ COLLEGE
 Principal
 Mahishadai Raj College
 Purba Medinipur,
 West Bengal





 Susar Bhattacharya
 Area In-charge
 TATA MOTORS
 (Authorized Laboratory)
 TATA MOTORS LTD.,
 Bombay House,
 24, Homi Mody Street
 MUNBAI-400001 (India)



In the presence of Witnesses:

1) Sandeep Kumar

2) Souvik Mitra
 SOUVIK MITRA



भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE
HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

T 976700

Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as MOU) is entered on this day of 1st May 2015 between:

Eicher Motors Limited (Unit - Royal Enfield) a Company registered under the provisions of Companies Act, 1956 having its registered office at 3rd Floor, Select City walk, A-3 District Centre, Saket, New Delhi - 110017 and having its plant and works at Thiruvottiyur Highroad, Thiruvottiyur, Chennai-600019, which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors/ administrators and assigns of the First Part, Called hereinafter as Royal Enfield.

AND

Community College Division, Mahishadal Raj College, Purba Medinipur, West Bengal, a Government Sponsored College Under Vidyasagar University, Purba Medinipur, West Bengal which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors/ administrators and assigns of the Second Part, called hereinafter as Mahishadal Raj Community College.

Principal
Mahishadal Raj College
Mahishadal, Purba Medinipur

WHERE AS:

Royal Enfield is involved, inter-alia, in the business including of manufacturing, marketing and sales of motorcycles and its spare parts and as a part of its social initiatives intends to initiate certain job-oriented training and education programmes to equip the students, faculty members, and other learners with adequate and updated technological know-how in the area of automobile engineering to meet the growing demand of skilled manpower in automotive sector in India.

The Mahishadal Raj College established in the year 1946 is the 3rd oldest government sponsored college in the district of Purba Medinipur, and the 5th one in the entire West Bengal. The College is affiliated under Vidyasagar University. It is a multidiscipline co-educational NAAC accredited college. The college has three streams in Science, Arts & Commerce. In terms of student strength it is one of the biggest colleges in the district. At present the student strength is more than 4500 and the number of subjects being taught at the undergraduate level is 22. The college is the centre of 2 Regular Post Graduate Courses and six Distance Master Degree Courses. Apart from regular courses, the college has vocational Industrial Chemistry course and UGC approved three career oriented courses. The college has its own huge play ground, Separate Boys and Girls hostels, Medical Unit, 4 NSS UNITs, NCC UNITs, Swimming pool and well equipped Gymnasium for its students.

Mahishadal Raj College is honoured by the UGC to allow them to start the community college along with their other activity as a social obligation. Mahishadal Raj College Community College Division intends to start the programme with the two courses on **Automobile Servicing- Repair and Maintenance** and **Health Care Service**.

NOW, THEREFORE, IT IS UNDERSTOOD BETWEEN THE PARTIES THAT:-

- a) The main objective of this collaboration is to familiarize young students and faculty members in modern Automobile Technology and also practically demonstrate to them scientific ways of repair, maintenance and overhaul of **Motorcycles/ Two wheeler only**.
- b) Community College shall be responsible for all present and future costs relating to the infrastructure of the set-up including operational, maintenance or other reasonable related expenses. All statutory liabilities in relation with the cell shall also be borne by College authority
- c) There shall be one representative of Royal Enfield, who shall visit the college as and when required to guide the training process in all respect. Community College authority agrees to prominently display the plaque of Royal Enfield at the workshop.

✓

Principal
Mahishadal Raj College
Mahishadal, Purba Medinipur

- d) Royal Enfield may suggest curriculum development, infrastructure development and methodology required for the training of the latest technical development in two wheelers Automobile sector. Cost for this development will be borne by the Community college authority.
- e) Royal Enfield may allow the trainees to take hands-on training in any of its dealer locations or at their own Training centre, but cost of traveling/lodging/boarding expenses of the trainees will be borne either by the candidate or by the college authority.
- f) Royal Enfield and/or Royal Enfield dealers shall have a privilege right to select the students for employment, who have successfully completed this training program. However, students will be free to exercise their option.
- g) Royal Enfield may provide free of cost course contents required for them. However, it shall be the responsibility of Community college authority to upgrade its infrastructure if required for the purpose of effective implementation of training.
- h) Royal Enfield recognizes that it is a Industry partner to Mahishadal Raj College Community College and the cooperation has no financial gains except providing appropriate knowledge to learners in the area of Automobile Engineering and Technology for Two Wheeler.
- i) It is understood that this training and education program run on a 'no loss no profit' basis.
- j) Royal Enfield at its sole discretion may provide, at its cost, necessary training aggregates and materials (training engine, videos, training modules, Electrical equipments), etc. The College authority understands and agrees that the Training Equipments are provided for the exclusive use by it for training purpose only. Community College therefore undertakes that it shall use the Training Equipments exclusively for the training purpose and for no other purpose whatsoever.
- k) Community College shall depute faculty members for a period as specified by Royal Enfield to undergo the "Train-the-Trainer" (TTT) program at Royal Enfield.

Validity, Termination, Resolution of Disputes and General Covenants

- a) This MOU shall be valid until the same is terminated by either of the party, by giving only one month written notice to the other party. It shall not be necessary to state the reasons of termination.
- b) This MOU doesn't form the basis of agency or employment relationship between the parties. It is on principal to principal basis.
- c) Neither party shall be deemed in default of its obligations under this agreement nor shall be liable to the other to the extent that it is unable to perform any of its obligations by reason of any event or circumstance beyond its reasonable control.
- d) Any notice to be served under this agreement shall be served upon the recipient at its address set out here in either by hand or by speed post or otherwise by facsimile or e-mail transmission and shall be deemed served 48 hours after posting if sent by post or on delivery if it is delivered by hand and on completion of transmission if sent by facsimile or e-mail.
- e) Upon agreement termination, the Community College shall return the training aggregates and materials provided to it by Royal Enfield.



✓

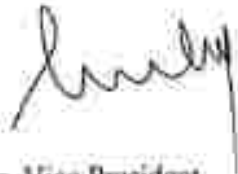


Principal
Mahishadal Raj College
Mahishadal, Purba Medinipur

- f) Any party may terminate this MOU without any liability in the following events:
- For any specific violation of any of the terms or clauses of the MOU by the other party.
 - Order of any Court of Law or appropriate authorities prohibiting the program like or similar to Community College.
 - Any adverse legislation passed by the State.
- g) Parties shall try to resolve all the disputes amicably by negotiations. If the negotiations fail any party may immediately terminate this MOU.


In witnesses whereof both Royal Enfield and Community College Division, Mahishadal Raj College have on this day mentioned above have entered into this Memorandum of Understanding

For Eicher Motors Limited
(Unit - Royal Enfield)



Sr. Vice President

Date:

✓ 
for Community College Division
Mahishadal Raj College,
Purba Medinipur.
Principal
Mahishadal Raj College
Mahishadal, Purba Medinipur



Principal

Date:

Witness:

- Sangay Sen
Nodal officer, Community College
Mahishadal Raj College
- E. Pasupathi
Ttg manager
Royal Enfield, Chennai

भारतीय गैर न्यायिक

पचास
रुपये

रु.50



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

T 645639

Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as MoU) is entered on this 21st day of September 2016 between A NURSING HOME having its registered office at and having its Nursing-home at Sankarata Tamruk, Purba Medinipur, which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors/ administrators and assigns of the First Part, Called hereinafter as BARGABHIMA NURSING HOME

AND

Deen Dayal Upadhyay KAUSHAL Kendra, Mahishadal Raj College, Purba Medinipur, West Bengal, a Government Sponsored College Under Vidyapeeth University, Purba Medinipur, West Bengal which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors/ administrators and assigns of the Second Part, called hereinafter as Mahishadal Raj Community College.




PRINCIPAL
MAHISHADAL RAJ COLLEGE


Sejal Kumar
 P10-2

Stamp Received
20 AUG 2019

120
6722
Date: 20/8/2019
Name: Mr. Mahim Kumar
Address: Mahim Kumar
City: Mahim Kumar
State: Mahim Kumar
Pin: Mahim Kumar

Signature
Date: 20/8/2019
Page No: 1/1

WHERE AS BARGABHIMA NURSING HOME is involved in the service of mankind in Health Care through latest method and Technology for the treatment of patients in their NURSING and

As a part of its corporate social responsibility programmes, intends to initiate certain Skill Development Training programmes to equip the students, faculty members with adequate and updated technological know-how in the area of Health Care to meet the growing demand of skilled manpower in Health Care sector in India.

The Mahishadal Raj College established in the year 1946 is the 3rd oldest government sponsored college in the district of Purba Medinipur, and the 5th one in the entire West Bengal. The College is affiliated under Vidyasagar University. It is a multidiscipline co-educational NAAC accredited college. The college has three streams in Science, Arts & Commerce. In terms of student strength it is perhaps the biggest college in the district. At present the student strength is more than 5000 and the number of subjects being taught at the undergraduate level is 24. The college is the centre of 4 Regular Post Graduate Courses and six Distance Master Degree Courses. Apart from regular courses, the college has vocational Industrial Chemistry course and UGC approved three carrier oriented courses. The college has its own huge play ground, Separate Boys and Girls hostels, Medical Unit, 4 NSS UNITs, NCC UNITs, Swimming pool and well equipped Gymnasium for its students.

Mahishadal Raj College, is honoured by the University Grants Commission and Ministry of Human Resource and Development, Govt of India, as the only institution to establish Deen Dayal Upadhyay KAUSHAL Kendra, A Centre of Excellence, in the state of West Bengal to expand skill based education along with their other activity as a social obligation. The college has a separate campus for vocational or skill based courses. Under this umbrella of KAUSHAL Kendra the college is presently conducting two courses namely, One Year Diploma (Community College) and Three Years full fledged Bachelor Degree Course (B.Voc) in the trades of Automobile & Health Care.

NOW, THEREFORE, IT IS UNDERSTOOD BETWEEN THE PARTIES THAT:-

- The main objective of this collaboration is to familiarize young students and faculty members in latest Medical Technology and also practically demonstrate to them the most scientific way of treatment of patient and modern method and practices of Medical technology in Health Care.




PRINCIPAL
MAHISHADAL RAJ COLLEGE


Sajal Kumar Kar


- b) Mahabadal Raj DDU KAUSHAL Kendra shall be responsible for all present and future costs relating to the infrastructure of the set-up including operational, maintenance or other reasonable related expenses. All statutory liabilities in relation with the cell shall also be borne by College authority.
- c) There shall be one representative of **BARGABHIMA NURSING HOME**, who shall visit the college as and when required to guide the training process in all respect. College authority agrees to prominently display the plaque of **BARGABHIMA NURSING HOME** at the community college campus.
- d) **BARGABHIMA NURSING HOME** may suggest curriculum development, infrastructure development and methodology required for the training of the latest technical development in Health Care sector. Cost for this development will be borne by the KAUSHAL Kendra.
- e) **BARGABHIMA NURSING HOME** may allow the trainees to take hands on training in their NURSING or, but cost of travelling/lodging/fooding expenses of the trainees will be borne either by the candidate or by the college authority.
- f) **BARGABHIMA NURSING HOME** shall have a privilege right to select the students for employment, who have successfully completed the training programme. However, students will be free to exercise their option.
- g) **BARGABHIMA NURSING HOME** may provide free of cost teachware, courseware, training equipment, and other components required for the course if they feel so. However, it shall be the responsibility of college authority to upgrade its infrastructure as specified by **BARGABHIMA NURSING HOME** for the purpose of effective implementation of training as per availability of fund.
- h) **BARGABHIMA NURSING HOME** recognize and accept them as a Industry partner to Mahabadal Raj College DDU KAUSHAL Kendra and the cooperation has no financial gains except providing appropriate knowledge to learners in the area of Health Care Sector.
- i) It is understood that this training and education programme runs on a 'no loss no profit' basis.
- j) As and when possible, DDU KAUSHAL Kendra and **BARGABHIMA NURSING HOME** shall jointly organize workshops/seminars/conventions and other academic programmes on subjects of contemporary interest in the field of Medical Technology and Health Care Sector.

Validity, Termination, Resolution of Disputes and General Covenants

- a) This MOU shall be valid until the same is terminated by either of the party, by giving only one month written notice to the other party. It shall not be necessary to state the reasons of termination.
- b) This MOU doesn't form the basis of agency or employment relationship between the parties. It is on principal to principal basis.




 PRINCIPAL
 MAHABADAL RAJ COLLEGE

 No-4


- c) Neither party shall not be deemed in default of its obligations under this agreement nor shall be liable to the other to the extent that it is unable to perform any of its obligations by reason of any event or circumstance beyond its reasonable control.
- d) Any notice to be served under this agreement shall be served upon the recipient at its address set out here in either by hand or by speed post or otherwise by facsimile or e-mail transmission and shall be deemed served 48 hours after posting if sent by post or on delivery if it is delivered by hand and on completion of transmission if sent by facsimile or e-mail.
- e) Nothing stated above shall be applicable in the following circumstances and the termination shall be with immediate effect and shall be no claim or litigation in this regard:-
- For any specific violation of any of the terms or clauses of the MOU by **BARGABHIMA NURSING HOME**.
 - Order of any Court of Law or appropriate authorities prohibiting the programmes like or similar to Community College.
 - Any legislation passed by the State.
- f) It shall be tried to resolve all the disputes amicably by negotiations. If the negotiations fail then the same shall be terminated automatically.

In witnesses whereof both **BARGABHIMA NURSING HOME** and **DDU KAUSHAL Kendra, Mahishadal Raj College** have on this day mentioned above have entered into this Memorandum of Understanding

For: **BARGABHIMA NURSING HOME**

Sajal Kumar Das
Chief Executive
Bargabhima Nursing Home
201/202, Taluk, Purb Medinipur

Date:

For **DDU KAUSHAL Kendra
Mahishadal Raj College,
Purba Medinipur.**

[Signature]
Principal

Date: 21-07-16

Witness:

1. *Sri Ashok Kumar Das*

2. *[Signature]* 21-07-16
H.O.D.
Dept. of English,
Mahishadal Raj College.





পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AH 160945

Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as MOU) is entered on this 10th day of June 2022 between AMRI HOSPITALS having its registered office at and having its Hospital at P-4 & 5, CIT Scheme LXXII, Block -A, Gariahat Road, Kolkata - 700029 which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors/ administrators and assigns of the First Part, Called hereinafter as AMRI HOSPITALSs

AND

Deen Dayal Upadhyay KAUSHAL Kendra, Mahishadal Raj College, Purba Medinipur, West Bengal, a Government Sponsored NAAC Accredited Grade -A College under Vidyasagar University, NSDC Training Partner & Centre of Excellence in Skill Development of University Grants Commission, which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors/ administrators and assigns of the Second Part, called hereinafter as Mahishadal Raj College, KAUSHAL Kendra.


Ms. Kakali Mukherjee
Vice President & Unit Head
AMRI Hospitals Ltd. - Dhakuria

Amit Kumar Bera
Principal
MAHISHADAL RAJ COLLEGE

WHEREAS AMRI HOSPITALS is involved in the service of mankind in Health Care through latest method and Technology for the treatment of patients in their Hospitals and as a part of its corporate social responsibility programmes, intends to initiate certain Skill Development Training programmes to equip the students, faculty members with adequate and updated technological know-how in the area of Health Care to meet the growing demand of skilled manpower in Health Care sector in India.

The Mahishadal Raj College established in the year 1946 is the 3rd oldest government sponsored college in the district of Purba Medinipur, and the 5th one in the entire West Bengal. The College is affiliated under Vidyasagar University. It is a multidiscipline co-educational NAAC accredited college. The college has three streams in Science, Arts & Commerce. At present the number of subjects being taught at the undergraduate level is 22. The college is the centre of 8 Regular Post Graduate Courses and six Distance Master Degree Courses. Apart from regular courses, the college has vocational Industrial Chemistry course and UGC approved three carrier oriented courses. The college has its own huge play ground, Separate Boys and Girls hostels, Medical Unit, 4 NSS UNITs, NCC UNITs, Swimming pool and well equipped Gymnasium for its students.

Mahishadal Raj College is honoured by the UGC to allow them to start the KAUSHAL Kendra along with their other activity as a social obligation. Presently Mahishadal Raj College KAUSHAL Kendra Division starts the programme with the two courses namely, three year full time *B.Voc degree Course* and *one year Diploma Course* in Five trades in the context of local demand the institute can be able to provide infrastructural support and in addition a strong linkages with the community and industries.

NOW, THEREFORE, IT IS UNDERSTOOD BETWEEN THE PARTIES THAT:-

- a) The main objective of this collaboration is to familiarize young students and faculty members in latest Medical Technology and also practically demonstrate to them the most scientific way of treatment of patient and modern method and practices of Medical technology in *Three Year B.Voc Degree Course in Health Care*.
- b) KAUSHAL Kendra shall be responsible for all present and future costs relating to the infrastructure of the set-up including operational, maintenance or other reasonable


Ms. Kakali Mukherjee
Vice President & Unit Head
AMRI Hospitals Ltd. - Dhalurua

Arin Kumari Bera
Principal
MAHISHADAL RAJ COLLEGE

related expenses. All statutory liabilities in relation with the cell shall also be borne by College authority

- c) There shall be one representative of AMRI HOSPITALS, who shall visit the college as and when required to guide the training process in all respect. KAUSHAL Kendra authority agrees to prominently display the plaque of AMRI HOSPITALS at the KAUSHAL Kendra campus.
- d) AMRI HOSPITALS may suggest curriculum development of B.Voc Health Care Course, extend its corporate expertise for infrastructure development and methodology required for the training of the latest technical development in *Health Care sector*. Cost for this development will be borne by the KAUSHAL Kendra authority.
- e) DDU KAUSHAL Kendra will send approximately *Twenty Five number of B.Voc health care students* at AMRI Hospitals for *nine months internship training at the end of their 5th Semester Examination*. For first three months they will have basic apprentice training and for the final six months they will have advanced apprentice training at Dhakuria or any other Hospital campus as the Hospital authority may think fit. During this nine months training programme, KAUSHAL Kendra will extend *Rs. 4,500 (Rupees Four Thousand Five hundred) per student* for the entire Nine Months to the AMRI Hospital authority towards hiring of faculty, cost of consumables or for any other related expenditure.
- f) AMRI HOSPITALS shall have a privilege right to select the students for employment, who have successfully completed the training programme. However, students will be free to exercise their option.
- g) AMRI HOSPITALS may provide free of cost testware, courseware, training equipment, and other components required for B.Voc programme if they feel so. However, it shall be the responsibility of KAUSHAL Kendra authority to upgrade its infrastructure as specified by AMRI HOSPITALS for the purpose of effective implementation of training as per availability of fund.
- h) AMRI HOSPITALS recognize and accept them as a Industry partner to Mahisadal Raj College KAUSHAL Kendra and the cooperation has no financial gains except providing appropriate knowledge to learners in the area of Health Care Sector.
- i) It is understood that this training and education programme runs on a '**no loss no profit**' basis.
- j) As and when possible, KAUSHAL Kendra and AMRI HOSPITALS shall jointly organize workshops/seminars/conventions and other academic programmes on subjects of contemporary interest in the field of Medical Technology and Health Care Sector.
- k) AMRI HOSPITALS at its sole discretion may provide, at its cost, necessary training aggregates and materials, training modules etc.), as Training Equipments to the KAUSHAL Kendra on leave & licence basis to enable it to impart hands on training to the students. The College authority understands and agrees that the Training Equipments are provided for the exclusive use by it for training purpose only.

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Ms. Kakli Mukherjee
Vice President & Unit Head
AMRI Hospitals Ltd. - Dhakuria

Asim Kumare Bera
Principal
MAHISADAL RAJ COLLEGE

KAUSHAL Kendra therefore undertakes that the Training Equipments will be used exclusively for the training purpose and for no other purpose whatsoever.

- 1) KAUSHAL Kendra shall depute faculty members for a period as specified by AMRI HOSPITALS to undergo the "Train-the-Trainer" (TTT) program at AMRI HOSPITALS.

Validity, Termination, Resolution of Disputes and General Covenants

- a) This MOU shall be valid until the same is terminated by either of the party, by giving only one month written notice to the other party. It shall not be necessary to state the reasons of termination.
- b) This MOU doesn't form the basis of agency or employment relationship between the parties. It is on principal to principal basis.
- c) Neither party shall not be deemed in default of its obligations under this agreement nor shall be liable to the other to the extent that it is unable to perform any of its obligations by reason of any event or circumstance beyond its reasonable control.
- d) Any notice to be served under this agreement shall be served upon the recipient at its address set out here in either by hand or by speed post or otherwise by facsimile or e-mail transmission and shall be deemed served 48 hours after posting if sent by post or on delivery if it is delivered by hand and on completion of transmission if sent by facsimile or e-mail.
- e) Nothing stated above shall be applicable in the following circumstances and the termination shall be with immediate effect and shall be no claim or litigation in this regard:-
 - i) For any specific violation of any of the terms or clauses of the MOU by AMRI HOSPITALS.
 - ii) Order of any Court of Law or appropriate authorities prohibiting the programmes like or similar to KAUSHAL Kendra.
 - iii) Any legislation passed by the State.
- f) It shall be tried to resolve all the disputes amicably by negotiations. If the negotiations fail then the same shall be terminated automatically.

In witnesses whereof both AMRI HOSPITALS and KAUSHAL Kendra Division, Mahishadal Raj College have on this day mentioned above have entered into this Memorandum of Understanding

For AMRI HOSPITALS

For DDUKAUSHAL Kendra
Mahishadal Raj College,
Purba Medinipur.


Ms. Kakali Mukherjee
Vice President & Unit Head
AMRI Hospitals Ltd. - Dhakuria

Asim Kumar Bhowmik
Principal
MAHISHADAL RAJ COLLEGE

✓
Authorized Signatory *Kakali Mukherjee*
Vice President & Unit Head
AMRI Group of Hospitals - Dhaburia
Date:

Asim Kumar Bera
Authorized Signatory
Date: 10.06.2022

Witness:

1. *Dr. Pinesh*
Group Academic Registrar
Dept. Of Academic & Research
AMRI Group of Hospitals, Kolkata
- 2.



Principal
MAHESH DAL RAJ COLLEGE



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

MEMORANDUM OF UNDERSTANDING

22AB 826410

02.08.2018

This Memorandum of Understanding (hereinafter called as the MoU) is entered on this day the by and between **MAHISHADAL RAJ COLLEGE**, located in Mahishadal, Purba Medinipur, PIN 721628, West Bengal; **THE FIRST PARTY** represented here-in 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 assignees

AND

THE SECOND PARTY (here-in-after called the Second Party), represented by the Principal of **PANSKURA BANAMALI COLLEGE (AUTONOMOUS)**, located at Panskura R.S., Purba Medinipur, West Bengal, PIN: 721-152, West Bengal; unless excluded by or repugnant to the subject of context shall include its successors (in office), administrators and assignees.

First and Second Parties here-in-after will jointly be referred as **PARTIES** and individually as **PARTY, WHEREAS:**

First Party is a higher educational institution namely:

MAHISHADAL RAJ COLLEGE, GARKAMALPUR, MAHISHADAL, PURBA MEDINIPUR, WEST BENGAL, PIN 721628

Second Party is also a higher educational institution namely:

PANSKURA BANAMALI COLLEGE (AUTONOMOUS), PANSKURA R. S., PURBA MEDINIPUR, WEST BENGAL, PIN 721 152


Principal
MAHISHADAL RAJ COLLEGE


Principal
Panskura Banamali College
(AUTONOMOUS)



051631

Sl. No. Sold to.....

PARICHU GOPAL SHAW
ADVOCATE C.M.M.'S COURT
2, BANK SHALL STREET
KOLKATA-700001

Address.....

A. K. Maity

Licensed Stamp Vendor

10, Old Post Office Street

Kolkata - 700001

Rs. 10/- (Rupees Ten) only

Issue Date:..... Sign.....



6 JUN 2018

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 conferences, seminars, study-tours, field-visits 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. 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.

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, **both parties** 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 **MAHISHADAL RAJ COLLEGE** and **Internal Quality Assurance Cell (IQAC)** of



Principal

MAHISHADAL RAJ COLLEGE



PANSKURA BANAMALI COLLEGE (AUTONOMOUS). 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 this MoU. In case of any financial assistance received as extramural grant **to any party of this MoU**, 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. **MAHISHADAL RAJ COLLEGE** and **PANSKURA BANAMALI COLLEGE(AUTONOMOUS)**,that:

1. **MAHISHADAL RAJ COLLEGE** and **PANSKURA BANAMALI COLLEGE (AUTONOMOUS)** may mutually use and share educational facilities and may jointly guide students at various levels of academia.
2. **MAHISHADAL RAJ COLLEGE** and **PANSKURA BANAMALI COLLEGE (AUTONOMOUS)** may mutually conduct professional courses / training programmes/ workshops /seminars /conferences /field study for which *certificates will jointly be issued by both the Colleges, 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 MAHISHADAL RAJ COLLEGE** and the **Principal of PANSKURA BANAMALI COLLEGE (AUTONOMOUS)** 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.


Principal

MAHISHADAL RAJ COLLEGE


Principal
Panskura Banamali College
(AUTONOMOUS)



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.



Signature / Seal
Principal

MAHISHADAL RAJ COLLEGE
Principal
MAHISHADAL RAJ COLLEGE





Signature / Seal
Principal

PANSKURA BANAMALI COLLEGE (AUTONOMOUS)
Principal
Panskura Banamali College
(AUTONOMOUS)



Witnesses:

1. 
2/8/2018
2. 
02/08/2018
3. 
02.08.2018
4. 
02.08.2018



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

T 257388

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MOU) is entered on this 23RD day of DECEMBER 2015

BETWEEN

ANANDALOK HOSPITALS having its Hospitals at D.K.7/3, Salt Lake City, Kolkata - 700091 and at N.S.B. Road, Searsole Rajbari, Raniganj, Burdwan - 713350, West Bengal which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors/administrators and assigns of the First Part, Called hereinafter as ANANDALOK HOSPITALS,


D. K. SHARAF
MANAGING DIRECTOR
ANANDALOK HOSPITALS




PRINCIPAL
MAHARAJA RAJ COLLEGE

4412 value 18.00 02 DEC 2015
Date
Sub: SUBHAS CHANDRA SAHA
Address: Sealdah Court, Kolkata-700011
Vendor:

Sealdah Civil Court
ALOKE MUKHERJEE



AND

DEEN DAYAL UPADHAY KAUSHAL Kendra, Mahishadal Raj College, Purba Medinipur, West Bengal, a Government Sponsored College Under Vidyasagar University, Purba Medinipur, West Bengal which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors/ administrators and assigns of the Second Part, called hereinafter as KAUSHAL Kendra.

WHERE AS ANANDALOK HOSPITALS is involved in the service of mankind in Health Care through latest method and Technology for the treatment of patients in their Hospitals and as a part of its corporate social responsibility programmes, intends to initiate certain Skill Development Training programmes to equip the students, faculty members with adequate and updated technological know-how in the area of Health Care to meet the growing demand of skilled manpower in Health Care sector in India.

The **Mahishadal Raj College** established in the year 1946 is the 3rd oldest government sponsored college in the district of Purba Medinipur, and the 5th one in the entire West Bengal, The College is affiliated under Vidyasagar University. It is a multidiscipline co-educational NAAC accredited college. The college has three streams in Science, Arts & Commerce. In terms of student strength it is perhaps the biggest college in the district. At present the student strength is more than 5000 and the number of subjects being taught at the undergraduate level is 24. The college is the centre of 4 Regular Post Graduate Courses and six Distance Master Degree Courses. Apart from regular courses, the college has vocational Industrial Chemistry course and UGC approved three carrier oriented courses. The college has its own huge play ground, Separate Boys and Girls hostels, Medical Unit, 4 NSS UNITS, NCC UNITS, Swimming pool and well equipped Gymnasium for its students.

Mahishadal Raj College, is honoured by the University Grants Commission and Ministry of Human Resource and Development, Govt of India, as the only institution to establish **Deen Dayal Upadhyay KAUSHAL Kendra**, A Centre of Excellence, in the state of West Bengal to expand skill based education along with their other activity as a social obligation. The college has a separate campus for vocational or skill based courses. Under this umbrella of KAUSHAL Kendra the college is presently conducting two courses namely, **One Year Diploma (KAUSHAL Kendra)** and

D.K.
D. K. SHARMA
MANAGING DIRECTOR
ANANDALOK HOSPITALS

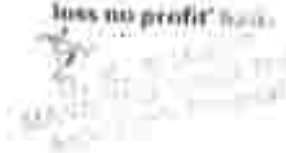


SPW
PRINCIPAL
MAHISHADAL RAJ COLLEGE

Three Years full fledged Bachelor Degree Course (B.Voc) in the trades of Automobile & Health Care

NOW, THEREFORE, IT IS UNDERSTOOD BETWEEN THE PARTIES THAT:

- a) The main objective of this collaboration is to familiarize young students and faculty members in latest Medical Technology and also practically demonstrate to them the most scientific way of treatment of patient and modern method and practices of Medical technology in Health Care.
- b) Mahashadal Raj DDU KAUSHAL Kendra shall be responsible for all present and future costs relating to the infrastructure of the set-up including operational maintenance or other reasonable related expenses. All statutory liabilities in relation with the cell shall also be borne by College authority.
- c) There shall be one representative of ANANDALOK HOSPITALS, who shall visit the college as and when required to guide the training process in all respect. College authority agrees to prominently display the plaque of ANANDALOK HOSPITALS at the KAUSHAL Kendra campus.
- d) **ANANDALOK HOSPITALS** may suggest curriculum development, infrastructure development and methodology required for the training of the latest technical development in Health Care sector. Cost for this development will be borne by the KAUSHAL Kendra.
- e) **ANANDALOK HOSPITALS** may allow the trainees to take hands on training at their Hospital, for cost of travelling/lodging/fooding expenses of the trainees will be borne either by the candidate or by the college authority.
- f) **ANANDALOK HOSPITALS** shall have a privilege right to select the students for employment, who have successfully completed the training programme. However, students will be free to exercise their option.
- g) **ANANDALOK HOSPITALS** recognize and accept them as a industry partner in Mahashadal Raj College DDU KAUSHAL Kendra and the cooperation has no financial gain except providing appropriate knowledge to learners in the area of Health Care Sector.
- h) It is understood that this training and education programme runs on a 'no loss no profit' basis.



- i) As and when possible, DDU KAUSHAL Kendra and ANANDALOK HOSPITALS shall jointly organize workshops/seminars/conventions and other academic programmes on subjects of contemporary interest in the field of Medical Technology and Health Care Sector.

VALIDITY, TERMINATION, RESOLUTION OF DISPUTES AND GENERAL COVENANTS

- a) This MOU shall be valid until the same is terminated by either of the party by giving only one month written notice to the other party. It shall not be necessary to state the reasons of termination.
- b) This MOU doesn't form the basis of agency or employment relationship between the parties. It is on principal to principal basis.
- c) Neither party shall not be deemed in default of its obligations under this agreement nor shall be liable to the other to the extent that it is unable to perform any of its obligations by reason of any event or circumstance beyond its reasonable control.
- d) Any notice to be served under this agreement shall be served upon the recipient at its address set out here in either by hand or by speed post or otherwise by facsimile or e-mail transmission and shall be deemed served 48 hours after posting if sent by post or on delivery if it is delivered by hand and on completion of transmission if sent by facsimile or e-mail.
- e) Nothing stated above shall be applicable in the following circumstances and the termination shall be with immediate effect and shall be no claim or litigation in this regard:-
- i) For any specific violation of any of the terms or clauses of the MOU by ANANDALOK HOSPITALS.
 - ii) Order of any Court of Law or appropriate authorities prohibiting the programmes like or similar to KAUSHAL Kendra.
 - iii) Any legislation passed by the State.

- h) It shall be tried to resolve all the disputes amicably by negotiations. If the negotiations fail then the same shall be terminated automatically.

D. N. SHARMA
 MANU DARETO
 DDU KAUSHAL KENDRA



PROF. DR. P. K. SHARMA
 MANU DARETO
 MANU DARETO COLLEGE

IN WITNESSES WHEREOF both ANANDALOK HOSPITALS and DDU KAUSHAL Kendra, Mahishadal Raj College have on this day mentioned above have entered into this Memorandum of Understanding

For ANANDALOK HOSPITALS
Salt Lake & Raniganj

For DDU KAUSHAL Kendra
Mahishadal Raj College,
Purba Medinipur.


D. N. SHARAF
MANAGING DIRECTOR
ANANDALOK HOSPITALS
Authorized Signatory




Authorized Signatory
PRINCIPAL
MAHISHADAL RAJ COLLEGE


Date: 23.12.2016

Date: 23.12.2016

WITNESS:

1. Sanjay Sen, 

2. Debajyoti Banerjee, 

3. Sudesna Chatterjee
SUDESNA CHATTERJEE



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

T 645638

Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as MOU) is entered on this 21st day of September 2016 between A NURSING HOME having its registered office at and having its Nursing-home at Tamjuk (railway station) , Purba Medinipur , which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors/ administrators and assigns of the First Part, Called hereinafter as BALAJI NURSING HOME

AND

Deen Dayal Upadhyay KAUSHAL Kendra, Mahishadal Raj College, Purba Medinipur, West Bengal, a Government Sponsored College Under Vidyasagar University, Purba Medinipur, West Bengal which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors/ administrators and assigns of the Second Part, called hereinafter as Mahishadal Raj Community College.

Kumar Lal Sen


PRINCIPAL
MAHISHDAL RAJ COLLEGE



Pto-2

WHERE AS BALAJI NURSING HOME is involved in the service of mankind in Health Care through latest method and Technology for the treatment of patients in their NURSING and

As a part of its corporate social responsibility programmes, intends to initiate certain Skill Development Training programmes to equip the students, faculty members with adequate and updated technological know-how in the area of Health Care to meet the growing demand of skilled manpower in Health Care sector in India.

The Mahishadal Raj College established in the year 1946 is the 3rd oldest government sponsored college in the district of Purba Medinipur, and the 5th one in the entire West Bengal, The College is affiliated under Vidyasagar University. It is a multidiscipline co-educational NAAC accredited college. The college has three streams in Science, Arts & Commerce. In terms of student strength it is perhaps the biggest college in the district. At present the student strength is more than 5000 and the number of subjects being taught at the undergraduate level is 24. The college is the centre of 4 Regular Post Graduate Courses and six Distance Master Degree Courses. Apart from regular courses, the college has vocational Industrial Chemistry course and UGC approved three carrier oriented courses. The college has its own huge play ground, Separate Boys and Girls hostels, Medical Unit, 4 NSS UNITs, NCC UNITs, Swimming pool and well equipped Gymnasium for its students.

Mahishadal Raj College, is honoured by the University Grants Commission and Ministry of Human Resource and Development, Govt of India, as the only institution to establish Deen Dayal Upadhyay KAUSHAL Kendra, A Centre of Excellence, in the state of West Bengal to expand skill based education along with their other activity as a social obligation. The college has a separate campus for vocational or skill based courses. Under this umbrella of KAUSHAL Kendra the college is presently conducting two courses namely, One Year Diploma (Community College) and Three Years full fledged Bachelor Degree Course (B.Voc) in the trades of Automobile & Health Care.

NOW, THEREFORE, IT IS UNDERSTOOD BETWEEN THE PARTIES THAT:-

- a) The main objective of this collaboration is to familiarize young students and faculty members in latest Medical Technology and also practically demonstrate to them the most scientific way of treatment of patient and modern method and practices of Medical technology in Health Care.


PRINCIPAL
MAHISHADAL RAJ COLLEGE



Pto-3

- b) Mahishadal Raj DDU KAUSHAL Kendra shall be responsible for all present and future costs relating to the infrastructure of the set-up including operational, maintenance or other reasonable related expenses. All statutory liabilities in relation with the cell shall also be borne by College authority
- c) There shall be one representative of **BALAJI NURSING HOME**, who shall visit the college as and when required to guide the training process in all respect. College authority agrees to prominently display the plaque of **BALAJI NURSING HOME** at the community college campus.
- d) **BALAJI NURSING HOME** may suggest curriculum development, infrastructure development and methodology required for the training of the latest technical development in Health Care sector. Cost for this development will be borne by the KAUSHAL Kendra.
- e) **BALAJI NURSING HOME** may allow the trainees to take hands on training in their NURSING or, but cost of travelling/lodging/fooding expenses of the trainees will be borne either by the candidate or by the college authority.
- f) **BALAJI NURSING HOME** shall have a privilege right to select the students for employment, who have successfully completed the training programme. However, students will be free to exercise their option.
- g) **BALAJI NURSING HOME** may provide free of cost teachware, courseware, training equipment, and other components required for the course if they feel so. However, it shall be the responsibility of college authority to upgrade its infrastructure as specified by **BALAJI NURSING HOME** for the purpose of effective implementation of training as per availability of fund.
- h) **BALAJI NURSING HOME** recognize and accept them as a industry partner to Mahishadal Raj College DDU KAUSHAL Kendra and the cooperation has no financial gains except providing appropriate knowledge to learners in the area of Health Care Sector.
- i) It is understood that this training and education programme runs on a 'no loss no profit' basis.
- j) As and when possible, DDU KAUSHAL Kendra and **BALAJI NURSING HOME** shall jointly organize workshops/seminars/conventions and other academic programmes on subjects of contemporary interest in the field of Medical Technology and Health Care Sector.

Validity, Termination, Resolution of Disputes and General Covenants

- a) This MOU shall be valid until the same is terminated by either of the party, by giving only one month written notice to the other party. It shall not be necessary to state the reasons of termination.
- b) This MOU doesn't form the basis of agency or employment relationship between the parties. It is on principal to principal basis.



PRINCIPAL
MAHISDAL RAJ COLLEGE



Pto-4

Mani K. Saha

(4)

- c) Neither party shall not be deemed in default of its obligations under this agreement nor shall be liable to the other to the extent that it is unable to perform any of its obligations by reason of any event or circumstance beyond its reasonable control.
- d) Any notice to be served under this agreement shall be served upon the recipient at its address set out here in either by hand or by speed post or otherwise by facsimile or e-mail transmission and shall be deemed served 48 hours after posting if sent by post or on delivery if it is delivered by hand and on completion of transmission if sent by facsimile or e-mail.
- e) Nothing stated above shall be applicable in the following circumstances and the termination shall be with immediate effect and shall be no claim or litigation in this regard:-
- For any specific violation of any of the terms or clauses of the MOU by **BALAJI NURSING HOME**.
 - Order of any Court of Law or appropriate authorities prohibiting the programmes like or similar to Community College.
 - Any legislation passed by the State.
- f) It shall be tried to resolve all the disputes amicably by negotiations. If the negotiations fail then the same shall be terminated automatically.

In witnesses whereof both **BALAJI NURSING HOME** and **DDU KAUSHAL Kendra, Mahishadal Raj College** have on this day mentioned above have entered into this Memorandum of Understanding

Kamaj Lal Singh

For: **BALAJI NURSING HOME**

BALAJI NURSING HOME
Reg. No.-
CE/MP/111/118/2013
Temink (Railway Station)
Purba Medinipur

Chief Executive

Date:

Witness:

1. *Sushanta Das*

2. *H. O. D. Dept. of English,*
Mahishadal Raj College

For **DDU KAUSHAL Kendra**
Mahishadal Raj College,
Purba Medinipur.

[Signature]
Principal, **MAHISHADAL RAJ COLLEGE**

Date: *21-09-2016*



भारतीय गैर न्यायिक

दस
रुपये

₹.10



TEN
RUPEES

Rs.10

INDIA NON JUDICIAL

पश्चिम बंगाल, WEST BENGAL

22AB 826409

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
DEROZIO MEMORIAL COLLEGE, RAJARHAT
AND
MAHISHADAL RAJ COLLEGE, MAHISHADAL

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on this 19th day of February, 2019 between DEROZIO MEMORIAL COLLEGE, RAJARHAT and MAHISHADAL RAJ COLLEGE, MAHISHADAL for mutual cooperation witnessed in academic exchanges programme development and research. This document establishes the guiding terms and principles of collaboration among the two organizations.

I. Framework of both the Organisations

DEROZIO MEMORIAL COLLEGE, RAJARHAT, UGC approved, NAAC accredited (with Grade 'B++') affiliated under West Bengal State University and Government of West Bengal andal college situated at Rajarhat Road, P.O. - R-Gopinpur, Kolkata - 700136, India represented by its Teacher-in-charge Dr. Chantali Mukherjee referred to as First Party (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its in office representatives, administrators, and assigns) of one part.

And

MAHISHADAL RAJ COLLEGE, UGC approved, NAAC accredited (with Grade 'A') affiliated under Vidyasagar University and Government of West Bengal sponsored college located at PO

1

Chantali Mukherjee

Teacher in Charge
& TDO
Derozio Memorial College
Kolkata-136



Principal

MAHISHADAL RAJ COLLEGE

051632

Sl. No. Sold to.....**PANCHU GOPAL SHAW**

Address.....**ADVOCATE C.M.M.'S COURT
2. BANK SHALL STREET
KOLKATA - 700001**

A. K. Maity

Licensed Stamp Vendor

10, Old Post Office Street

Kolkata - 700001

Rs. 10/- (Rupees Ten) only

Issue Date:....., Sign. 

- 6 JUN 2018

&PS: Mahishadal, PurbaMedinipur, West Bengal – 721628, India represented by its Principal Dr. Asim Kumar Bera referred to as Second Party (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its in office, representatives, administrators, and assigns) of the other Part.

II. Purpose of the Agreement

Both parties are pleased to enter upon an agreement to establish ties of academic cooperation in order to contribute to the achievement of their overall goals as institutions through following but not limited to:

1. Joint Educational Research
2. Community empowerment activities
3. Exchange of Academic materials
4. Approaches to Appropriate Government and Non-Government bodies for funding
5. Visits and formal exchanges of faculty, scholars, students and administrators in specific areas of education, research and outreach.
6. Organizing and co-hosting international conferences, extension lectures, Seminars, Workshops, student internship, Joint projects
7. Social and cultural programs
8. Students and staff exchange programs including Visits, training and field trips.
9. Provide support in the quality improvement of its partner institution by providing an independent audit of its infrastructure and teaching / learning environment
10. Educational / Vocational Courses
11. Joint Consultancy
12. Pd.D. Supervision
13. Scientific publications
14. Any other activities that are mutually agreed upon and are beneficial to both

III Execution of the Agreement

The specific activities to be carried out under this agreement will be stated in corresponding specific sub-agreements. Such specific sub-agreements, once approved by all the parties, will be attached as annexure to this agreement. The specific sub-agreements among all the Parties will specify their objectives, conditions and ways of execution, financial support, period the sub-agreement will be in effect, and administrative responsibility within each institution.

IV. Term and Expiration of the Agreement

It is understood that this agreement will come into effect after being signed by the two parties and will be established for a period of five years. After these five years it will be automatically extended for same period, unless one of the Parties expresses an intention (by written notification) to cancel the agreement at last 90 days before the expiry date. The amendment, termination and expiration of this MOU will not affect the terms of activities ongoing at the time of notification of amendment, termination or expiration, unless otherwise agreed upon among the parties.

Any additions, changes, or deletions to this document must be approved by the representatives of both Parties. All notices shall be in writing and shall be directed to these representatives.

Asim Kumar Bera

Principal
Mahishadal Raj College
Mahishadal, Purba Medinipur
West Bengal - 721628



Dr. Asim Kumar Bera

Principal
MAHISHADAL RAJ COLLEGE

V. Non-Exclusivity

This Agreement is a non-exclusive agreement, and both parties remain free to enter into similar agreements with other parties.

VI. Special Provisions

1. Each party will take approval from the other party in writing prior to using the latter's name and logo for the activities hereunder on a case-by-case basis.
2. Both parties hereto shall do their utmost to ensure the smooth and efficient implementation of the programs.
3. Both parties will consult with each other for any subsequent associated agreement informally and attempt to resolve disputes or misunderstanding that may arise in the administration of this MOU or any subsequent associated agreement informally.
4. Neither party can misuse this MOU by involving the name of the other without the written consent from the other parties.

VII. Disputes

If any dispute arises in respect of the MOU, in that case both the organizations will discuss and settle the matter amicably.

IN WITNESS WHEREOF both Parties have set and subscribe their respective hands and seals on the day, month and year first above written

For
DEROZIO MEMORIAL COLLEGE

Chaitali Mukherjee
Name: Dr. Chaitali Mukherjee
Designation: Teacher-in-charge
Date: 19.02.2019



Witness
Rajesh Kumar
Ananta Bissa Roy Choudhary

For
MAHISHADAL RAJ COLLEGE

Asim Kumar Bera
Name: Dr. Asim Kumar Bera
Designation: Principal
Date: 19.02.2019



Principal
MAHISHADAL RAJ COLLEGE

Witness

S. Mookherjee
Sanjay Sen



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

S 845676

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as MOU) is entered on this Fifth day of December 2015.

BETWEEN

The **Calcutta Clinical Laboratory** (First NABL Accredited Pathology Laboratory in Eastern India) having its Registered Office & Central Diagnostic Centre at 51/8 Roy Bahadur Road, James Long Sarani, Behala, Kolkata - 700034, West Bengal which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors/ administrators and assigns of the First Part, Called hereinafter as **CALCUTTA CLINICAL LAB.**



Sanjay Sen
SANJAY SEN
Director
DDU KAUSHAL Kendra
Mahashadal Raj College

062986

SUBHAS CHANDRA SAHA
Advocate
Saidajhi Court, Kolkata-700014

Sold to

of

In: 500 (FIFTY ONLY)

150 NATHI, MURHEANJEE

LICENSED BY MP VENDOR

9, INDIA EXCHANGE PLACE,

Date..... 2015

01 DEC 2015

AND

Deen Dayal Upadhyay KAUSHAL Kendra, Mahishadal Raj College, Purba Medinipur, West Bengal, a Government Sponsored College Under Vidyasagar University, Purba Medinipur, West Bengal which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors/ administrators and assigns of the Second Part, called hereinafter as **KAUSHAL Kendra**.

WHERE AS **CALCUTTA CLINICAL LAB** established in the year 1968 has been serving the people of Kolkata and its surrounding areas. Over the last five decades, it has been our endeavour to continuously upgrade and modernise the facilities. With the advent of automation in India, the laboratory has gone in for automation and, at present, the Clinical Biochemistry, Serology, Haematology & Immunohaematology departments are using fully automated instruments. The Laboratory and Diagnostic Centre has Five Branches throughout the City of Kolkata.

The **Mahishadal Raj College** established in the year 1946 is the 3rd oldest government sponsored college in the district of Purba Medinipur, and the 5th one in the entire West Bengal. The College is affiliated under Vidyasagar University. It is a multidiscipline co-educational NAAC accredited college. The college has three streams in Science, Arts & Commerce. In terms of student strength it is perhaps the biggest college in the district. At present the student strength is more than 5000 and the number of subjects being taught at the undergraduate level is 24. The college is the centre of 4 Regular Post Graduate Courses and six Distance Master Degree Courses. Apart from regular courses, the college has vocational Industrial Chemistry course and UGC approved three career oriented courses. The college has its own huge play ground, Separate Boys and Girls hostels, Medical Unit, 4 NSS UNITS, NCC UNITS, Swimming pool and well equipped Gymnasium for its students.

Mahishadal Raj College, is honoured by the **University Grants Commission and Ministry of Human Resource and Development, Govt. of India**, as the only institution to establish **Deen Dayal Upadhyay KAUSHAL Kendra**, A Centre of Excellence, in the state of West Bengal to expand skill based education along with their other activity as a social obligation. The college has a separate campus for vocational & skill based courses. Under this umbrella of KAUSHAL Kendra the college is presently conducting two courses namely, **One Year Diploma (KAUSHAL Kendra)** and **Three Years full fledged Bachelor Degree Course (B.Voc)** in the trades of **Automobile & Health Care**.



Sanjay Sen
SANJAY SEN
Director
DPU KAUSHAL Kendra
Mahishadal Raj College

NOW, THEREFORE, IT IS UNDERSTOOD BETWEEN THE PARTIES THAT:-

The main objective of this collaboration is to familiarize young students and faculty members in latest know how of Medical Laboratory Technology and also practically demonstrate to them to modern techniques of a Diagnostic Centre.

- a) Mahishadal Raj DDU KAUSHAL Kendra shall be responsible for all present and future costs relating to the infrastructure of the set-up including operational, maintenance or other reasonable related expenses. All statutory liabilities in relation with the cell shall also be borne by College authority
- b) Experts and Technicians from CALCUTTA CLINICAL LAB will visit the KAUSHAL Kendra as and when required to guide the training process in all respect.
- c) CALCUTTA CLINICAL will extend its expertise and market experience in curriculum development, infrastructure development and methodology required for the training of the latest technical development in Lab Technology. Cost for this development will be borne by the KAUSHAL Kendra.
- d) CALCUTTA CLINICAL LAB will allow the trainees from KAUSHAL Kendra to take hands on training in their Diagnostic Centres all over Kolkata, but cost of travelling/lodging/fooding expenses of the trainees will be borne either by the candidate or by the college authority.
- e) CALCUTTA CLINICAL LAB shall have a privilege right to select the students for employment, who have successfully completed the training programme. However, students will be free to exercise their option.
- f) It is understood that this training and education programme runs on a 'no loss no profit' basis.

Validity, Termination, Resolution of Disputes and General Covenants

- a) This MOU shall be valid until the same is terminated by either of the party, by giving only one month written notice to the other party. It shall not be necessary to state the reasons of termination.
- b) This MOU doesn't form the basis of agency or employment relationship between the parties. It is on principal to principal basis.
- c) Neither party shall not be deemed in default of its obligations under this



Sanjay Sen
 SANJAY SEN
 Director
 DDU KAUSHAL Kendra
 Mahishadal Raj College

hours after posting if sent by post or on delivery if it is delivered by hand and on completion of transmission if sent by facsimile or e-mail.

e) Nothing stated above shall be applicable in the following circumstances and the termination shall be with immediate effect and shall be no claim or litigation in this regard:-

- i) For any specific violation of any of the terms or clauses of the MOU by CALCUTTA CLINICAL LAB .
- (i) Order of any Court of Law or appropriate authorities prohibiting the programmes like or similar to KAUSHAL Kendra.
- iii) Any legislation passed by the State.

f) It shall be tried to resolve all the disputes amicably by negotiations. If the negotiations fail then the same shall be terminated automatically.


IN WITNESSES WHEREOF both CALCUTTA CLINICAL LAB and DDU KAUSHAL Kendra, Mahishadal Raj College have on this day mentioned above have entered into this Memorandum of Understanding


For THE CALCUTTA CLINICAL LABORATORY


 Authorised Signatory
 (with Designation)
 Date: 5.12.15



For DDU KAUSHAL Kendra Mahishadal Raj College, Purba Medinipur.


 Authorised Signatory
 with Designation
 Date: 5.12.15



SANJAY SEN
 Director
 DDU KAUSHAL Kendra
 Mahishadal Raj College

WITNESS:

1. 


2. 




पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

S 846966

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as MOU) is entered on this 10th day of December 2015.

BETWEEN

Emami Frank Ross Ltd (A Division of Emami Limited) having its Registered Office at 7, Jawaharlal Nehru Road, Kolkata-700013, West Bengal which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors / administrators and assigns of the First Part, Called hereinafter as **Frank Ross Pharmacy**.

Mr. Gautam Jais
Mr. Gautam Jais
Chief Executive Officer
Emami Frank Ross Ltd.



Sanjay Sen
SANJAY SEN
Director
DDU KAUSHAL Kendra
Mahishadal Rai College



062995

SUBHAS CHANDRA SAHA
Advocate
Saddah Court, Kolkata-700014

Subscribed
at
M. P. S. (P. P. T. UNIT)
INDIA EXCHANGE
LICENSIA STAMP VENDOR
INDIA EXCHANGE PLACE,
Date: _____

07 DEC 2015

AND

Deen Dayal Upadhyay KAUSHAL Kendra, Mahishadal Raj College, Purba Medinipur, West Bengal, a Government Sponsored College Under Vidyasagar University, Purba Medinipur, West Bengal, which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors/ administrators and assigns of the Second Part, called hereinafter as **KAUSHAL Kendra**.

WHEREAS **FRANK ROSS PHARMACY** established in the year 1906 and converted into a limited company in 1919, is one of the biggest Pharmacy chain in Eastern India. As part of the formidable PMCG giant the Emami Group, Frank Ross Pharmacy is successfully operating 173 exclusive stores across the states of West Bengal, Karnataka, Gujarat and Bhubaneswar. As a part of its corporate social responsibility programmes, intends to initiate certain Skill Development Training programmes to equip the students, faculty members with adequate and updated technological know-how in the area of Pharma Sales to meet the growing demand of skilled manpower in Health Care sector in India.

The **Mahishadal Raj College** established in the year 1946 is the 3rd oldest government sponsored college in the district of Purba Medinipur, and the 5th one in the entire West Bengal. The College is affiliated under Vidyasagar University. It is a multidiscipline co-educational NAAC accredited college. The college has three streams in Science, Arts & Commerce. In terms of student strength it is perhaps the biggest college in the district. At present the student strength is more than 5000 and the number of subjects being taught at the undergraduate level is 24. The college is the centre of 4 Regular Post Graduate Courses and six Distance Master Degree Courses. Apart from regular courses, the college has vocational Industrial Chemistry course and DGC approved three career oriented courses. The college has its own huge play ground, Separate Boys and Girls hostels, Medical Unit, 4 NSS UNITS, NCC UNITS, Swimming pool and well equipped Gymnasium for its students.

Mahishadal Raj College, is honoured by the University Grants Commission and Ministry of Human Resource and Development, Govt of India, as the only institution to establish Deen Dayal Upadhyay KAUSHAL Kendra, A Centre of Excellence, in the state of West Bengal to expand skill based education along with their other activity as a social obligation. The college has a separate campus for vocational or skill based courses. Under this umbrella of KAUSHAL Kendra the college is presently conducting two courses namely, One Year Diploma (KAUSHAL



G. Jatin

Kendra) and Three Years full fledged Bachelor Degree Course (B.Voc) in the trades of Automobile & Health Care.

NOW, THEREFORE, IT IS UNDERSTOOD BETWEEN THE PARTIES THAT:-

- a) The main objective of this collaboration is to familiarize young students and faculty members in latest know how of Pharmacy and also practically demonstrate to them to modern techniques of Pharma Sales.
- b) Mahishadal Raj DDU KAUSHAL Kendra shall be responsible for all present and future costs relating to the infrastructure of the set-up including operational, maintenance or other reasonable related expenses. All statutory liabilities in relation with the cell shall also be borne by College authority.
- c) Experts and Technicians from Frank Ross Pharmacy will visit the KAUSHAL Kendra as and when required to guide the training process in all respect.
- d) Frank Ross will extend its expertise and market experience in curriculum development, infrastructure development and methodology required for the training of the latest technical development in Pharma Sales. Cost for this development will be borne by the KAUSHAL Kendra.
- e) FRANK ROSS PHARMACY will allow the trainees from KAUSHAL Kendra to take hands on training in their Pharmacy shops and Distribution Chains all over Eastern India, but cost of travelling/lodging/fooding expenses of the trainees will be borne either by the candidate or by the college authority.
- f) FRANK ROSS PHARMACY shall have a privilege right to select the students for employment, who have successfully completed the training programme. However, students will be free to exercise their option.
- g) FRANK ROSS PHARMACY recognize and accept them as a Industry partner to Mahisadal Raj College DDU KAUSHAL Kendra, a Skill Development Programme of Ministry of Human Resource & Development, Govt. of India and the University Grants Commission, New Delhi. However, this cooperation has no financial gains except providing appropriate knowledge to learners in the area of Health Care Sector.
- h) It is understood that this training and education programme runs on a 'no loss no profit' basis.

Validity, Termination, Resolution of Disputes and General Covenants

G. Jais
 Ms. Gautam Jais
 Chief Executive Officer
 Frank Ross



Sanjay Sen
 SANJAY SEN
 Director
 DDU KAUSHAL Kendra
 Mahisadal Raj College



- a) This MOU shall be valid until the same is terminated by either of the party, by giving only one month written notice to the other party. It shall not be necessary to state the reasons of termination.
- b) This MOU doesn't form the basis of agency or employment relationship between the parties. It is on principal to principal basis.
- c) Neither party shall not be deemed in default of its obligations under this agreement nor shall be liable to the other to the extent that it is unable to perform any of its obligations by reason of any event or circumstance beyond its reasonable control.
- d) Any notice to be served under this agreement shall be served upon the recipient at its address set out here in either by hand or by speed post or otherwise by facsimile or e-mail transmission and shall be deemed served 48 hours after posting if sent by post or on delivery if it is delivered by hand and on completion of transmission if sent by facsimile or e-mail.
- e) Nothing stated above shall be applicable in the following circumstances and the termination shall be with immediate effect and shall be no claim or litigation in this regard:-
- i) For any specific violation of any of the terms or clauses of the MOU by FRANK ROSS PHARMACY
 - ii) Order of any Court of Law or appropriate authorities prohibiting the programmes like or similar to KAUSHAL Kendra.
 - iii) Any legislation passed by the State.
- f) It shall be tried to resolve all the disputes amicably by negotiations. If the negotiations fail then the same shall be terminated automatically.

G. Jais
 Mr. Goutam Chitr
 Chief Executive Officer
 (Health) Health Division

Sanjay Sen
 SANJAY SEN
 Director
 DDU KAUSHAL Kendra
 Mahiladai Rai College



In witnesses whereof both FRANK ROSS PHARMACY and DDU KAUSHAL Kendra, Mahishadal Raj College have on this day mentioned above have entered into this Memorandum of Understanding

For FRANK ROSS PHARMACY

For DDU KAUSHAL Kendra Mahishadal Raj College,

G. Jaitra
Authorised Signatory
(with Designation)


Sanjay Sen
SANJAY SEN
Director
DDU KAUSHAL Kendra
Mahishadal Raj College
Authorised Signatory
(with Designation)


Date:

Date:

Witness:

1. *Priyanka Nayak*


2. 
WITNESSED
MAHISHADAL RAJ COLLEGE


भारत के न्यायिक

एक सौ रुपये

Rs. 100

₹. 100



ONE HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL.

AD. 466195

Memorandum of Understanding

This Memorandum of Understanding hereinafter referred to as MOU is entered on this 24th day of June, 2010 between:

Gleeb Scientific, Kolkata formed in the year Nineteen Ninety Four specialized in different scientific, biological and chemical instrumental manufacturing, supplying and training engineers of different scientific field in the State of West Bengal and adjacent state, having its registered office in M. MohitDasak Lane, Kolkata - 700014, which expression shall, unless expressed to the contrary or meaning hereof be deemed to include its successors/ administrators and assigns of the First Part, called hereinafter as Gleeb Scientific.

AND

Dendrajit/Profhary KAUSHAL Kendra, Mahakadal Raj College, PurbaMedinipur, West Bengal, a Government Sponsored College Under Gyransagar University, PurbaMedinipur, West Bengal, which expression shall, unless expressed to the contrary or meaning hereof, be deemed to include its successors/ administrators and assigns of the Second Part, called hereinafter as Mahakadal Raj KAUSHAL Kendra.

Page 1 of 3

a) The main objective of this collaborative is to familiarize young students and faculty members to instrumentations for soil water food analysis and to

1117452

21 MAR 2020

.....No.....Date.....

Name:- ARJUN GOPE, Advocate

Address:- Alipur Police Court, Kot-27

Vendor:-.....

I. CHAKRABORTY

58, Dr. Rajendra Prasad Sarani

Kolkata-700 001

WHERE AS

Ghosh Scientific is involved in the business including one of the oldest and supplier, manufacturer of different scientific, biological, physical and chemical instrument and goods supplier and in the same time we organize various training regarding various current issue and provide job in different field in the State of West Bengal and adjacent state, all over India and as a part of its corporate social responsibility programmes intends to initiate certain job-oriented training and education programmes to equip the students, faculty members, industry personnel and other learners with adequate and updated technological know-how in the area of *Environment (soil, water, pollutant and food) analysis* meet the growing demand of skilled manpower in environment, agriculture and health sector in India.

The **Mahishadal Raj College (NSDC Non Funding Training Partner)** established in the year 1946 is the 3rd oldest Government Sponsored college in the district of PurbaMedinipur, and the 5th one in the entire West Bengal. The College is affiliated under Vidyasagar University. It is a multidiscipline co-educational **NAAC Accredited Grade - A college**. The College is honoured by the University Grants Commission as the only **DeendayalUpadhyay KAUSHAL Kendra** (Centre of Excellence in Skill Development) in the State of West Bengal. The College is also recognized by the Department of Science and Technology, Govt of India as the DST FIST College. The college has three streams in Science, Arts & Commerce. In terms of student strength it is perhaps the biggest college in the district. At present the student strength is more than 4500 and the number of subjects being taught at the undergraduate level is 20. The college is the centre of 7 Regular Post Graduate Courses and six Distance Master Degree Courses. Apart from regular courses, the college has vocational Industrial Chemistry course and UGC approved three career oriented courses. The college has its own huge play ground, Separate Boys and Girls hostels, Medical Unit, 4 NSS UNITS, NCC UNITS, Swimming pool and well equipped Gymnasium for its students.

NOW, THEREFORE, IT IS UNDERSTOOD BETWEEN THE PARTIES THAT->

- a) The main objective of this collaboration is to familiarize young students and faculty members in latest instrumentation for soil water food analysis and to

give practical demonstration of the latest developments in the training related to the course of *Environment (soil, water, pollutant and food) analysis*

- b) KAUSHAL Kendra shall be responsible for all present and future costs relating to the infrastructure of the set-up including operational, maintenance or other reasonable related expenses. All statutory liabilities in relation with the cell shall also be borne by College authority.
- c) There shall be one representative of Ghosh Scientific, who shall visit the college as and when required to guide the training process in all respect. KAUSHAL Kendra authority agrees to prominently display the plaque of Ghosh Scientific at the workshop.
- d) Ghosh Scientific will organize the trainees to take hands on training in its various workshop points or their own Training centre, but cost of traveling/lodging/fooding expenses of the trainees will be borne either by the candidate or by the college authority.
- e) Ghosh Scientific shall have a privilege right to select the students for employment, who have successfully completed this training programme. However, students will be free to exercise their option.
- f) KAUSHAL Kendra will allow Ghosh Scientific for using the training set-up beyond training hour and all its facilities for training of service personnel of Ghosh Scientific, service staff of Ghosh Scientific and others associated with the training programme.
- g) Ghosh Scientific recognize that it is a industry partner to Mahasada Raj College KAUSHAL Kendra and extends its full cooperation in extending appropriate knowledge to learners in the area of pollution, environment and instrumentation.
- h) As and when possible, KAUSHAL Kendra and Ghosh Scientific shall jointly organize workshops/seminars/conventions and other academic programmes on subjects of contemporary interest in the field of pollution, environment and instrumentation.

Validity, Termination, Resolution of Disputes and General Covenants

- a) This MOU shall be valid until the same is terminated by either of the party, by giving only one month written notice to the other party. It shall not be necessary to state the reasons of termination.
- b) This MOU doesn't form the basis of agency or employment relationship between the parties. It is on principal to principal basis.
- c) Neither party shall not be deemed in default of its obligations under this agreement nor shall be liable to the other to the extent that it is unable to perform any of its obligations by reason of any event or circumstance beyond its reasonable control.
- d) Any notice to be served under this agreement shall be served upon the recipient at its address set out here in either by hand or by speed post or otherwise by facsimile or e-mail transmission and shall be deemed served 48 hours after posting if sent by post or on delivery if it is delivered by hand and on completion of transmission if sent by facsimile or e-mail.
- e) Nothing stated above shall be applicable in the following circumstances and the termination shall be with immediate effect and shall be no claim or litigation in this regard:-
 - i) For any specific violation of any of the terms or clauses of the MOU by GhoshScientific.
 - ii) Order of any Court of Law or appropriate authorities prohibiting the programmes like or similar to KAUSHAL Kendra.
 - iii) Any legislation passed by the State.
- f) It shall be tried to resolve all the disputes amicably by negotiations. If the negotiations fail then the same shall be terminated automatically.

In witness whereof both Ghosh Scientific and KAUSHAL Kendra Division, Mahishadal Raj College have on this day mentioned above have entered into this Memorandum of Understanding

For Ghosh Scientific.

GHOSH SCIENTIFIC

Tapan Ghosh
Proprietor

Proprietor

Authorized Signatory

Date:

For DDU KAUSHAL Kendra

Mahishadal Raj College, Farba Medinipur.

Asim Kumar Bera

Principal

Principal
MAHISHADAL RAJ COLLEGE

Date: 28.06.2020



Witness:

1. *Bijal K. Bera*

2. *Sagnik Ghoshal*



Ghosh Scientific

KAUSHAL Kendra Mahishadal Raj College

भारतीय गैर-न्यायिक

पचास
रुपये

रु.50

FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

Z 396321

Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as MOU) is entered on this day of *Third* *June* of Two Thousand *Twenty* between:

BoenciSolutions Private Limited, (ISO 9001:2015 Certified) based in city of Kolkata, State of West Bengal, specialized in software development, having its registered office in Ground Floor, E-105 Baghajatin, Kolkata - 700086, which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors/ administrators and assigns of the First Part, Called hereinafter as **BoenciSolutions**.

AND

Deendayal Upadhyay KAUSHAL Kendra, Mahishadal Raj College, PurbaMedinipur, West Bengal, a Government Sponsored College Under Vidyasagar University, PurbaMedinipur, West Bengal which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors/ administrators and assigns of the Second Part, called hereinafter as **Mahishadal Raj KAUSHAL Kendra**.

WHERE AS

BoenciSolutions is involved in the business including AI based solutions, Data Analysis, Custom Software Application, Web Application, Mobile application, IOT applications & outsourcing services from all over world and as a part of its corporate social responsibility programmes intends to initiate certain job-oriented training and

Dr. Anirban Kumar Das

Principal
MAHISHDAL RAJ COLLEGE



Chinmay Chosh

BOENCI SOLUTIONS PVT. LTD.
KOLKATA



21/3/20

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20, 20, 20, 20, 20

20, 20, 20, 20, 20

education programmes to equip the students, faculty members, industry personnel and other learners with adequate and updated technological know-how in the area of **Intelligent Data Science for IoT** to meet the growing demand of skilled manpower in IT&IET sector in India.

The **Mahishadal Raj College (NSDC Non Funding Training Partner)** established in the year 1946 is the 3rd oldest Government Sponsored college in the district of PurbaMedinipur, and the 5th one in the entire West Bengal. The College is affiliated under Vidyasagar University. It is a multidiscipline co-educational **NAAC Accredited Grade - A college**. The College is honoured by the University Grants Commission as the only **DeenDayalUpadhyay KAUSHAL Kendra** (Centre of Excellence in Skill Development) in the State of West Bengal. The College is also recognized by the Department of Science and Technology, Govt of India as the DST FIST College. The college has three streams in Science, Arts & Commerce. In terms of student strength it is perhaps the biggest college in the district. At present the student strength is more than 4500 and the number of subjects being taught at the undergraduate level is 26. The college is the centre of 7 Regular Post Graduate Courses and six Distance Master Degree Courses. Apart from regular courses, the college has vocational Industrial Chemistry course and UGC approved three carrier oriented courses. The college has its own huge play ground, Separate Boys and Girls hostels, Medical Unit, 4 NSS UNITS, NCC UNITS, Swimming pool and well equipped Gymnasium for its students.

NOW, THEREFORE, IT IS UNDERSTOOD BETWEEN THE PARTIES THAT:-

- The main objective of this collaboration is to familiarize young students and faculty members in latest IT & IET Technology and to give practical demonstration of the latest developments in the training related to the course of **Intelligent Data Science for IoT**
- KAUSHAL Kendra shall be responsible for all present and future costs relating to the infrastructure of the set-up including operational, maintenance or other reasonable related expenses. All statutory liabilities in relation with the cell shall also be borne by College authority

Prin
Principal
MAHISHDAL RAJ COLLEGE



Chinmay Choudhary
Director
INFOSOL SOLUTIONS PVT. LTD.
KOLKATA



- c) There shall be one representative of BoenciSolutions, who shall visit the college as and when required to guide the training process in all respect. KAUSHAL Kendra authority agree to prominently display the plaque of BoenciSolutions at the workshop.
- d) BoenciSolutions will organize the trainees to take hands on training in its various workshop points or their own Training centre, but cost of traveling/lodging/fooding expenses of the trainees will be borne either by the candidate or by the college authority.
- e) BoenciSolutions shall have a privilege right to select the students for employment, who have successfully completed this training programme. However, students will be free to exercise their option.
- f) KAUSHAL Kendra will allow BoenciSolutions for using the training set-up beyond training hour and all its facilities for training of service personnel of BoenciSolutions, service staff of BoenciSolutions and others associated with the training programme.
- g) BoenciSolutions recognize that it is a Industry partner to Mahisadal Raj College KAUSHAL Kendra and extends its full cooperation in extending appropriate knowledge to learners in the area of IT & IET Engineering.
- h) As and when possible, KAUSHAL Kendra and BoenciSolutions shall jointly organize workshops/seminars/conventions and other academic programmes on subjects of contemporary interest in the field of IT & IET Technology.

Validity, Termination, Resolution of Disputes and General Covenants

- a) This MOU shall be valid until the same is terminated by either of the party, by giving only one month written notice to the other party. It shall not be necessary to state the reasons of termination.
- b) This MOU doesn't form the basis of agency or employment relationship between the parties. It is on principal to principal basis.
- c) Neither party shall not be deemed in default of its obligations under this agreement nor shall be liable to the other to the extent that it is unable to perform any of its obligations by reason of any event or circumstance beyond its reasonable control.
- d) Any notice to be served under this agreement shall be served upon the recipient at its address set out here in either by hand or by speed post or otherwise by facsimile or e-

Dr. Arjun Kumar Patil
Principal
MAHISADAL RAJ COLLEGE



Chinmay Ghosh
BoenciSolutions
BOENCI SOLUTIONS PVT. LTD.
KOSMATA



mail transmission and shall be deemed served 48 hours after posting if sent by post or on delivery if it is delivered by hand and on completion of transmission if sent by facsimile or e-mail.

e) Nothing stated above shall be applicable in the following circumstances and the termination shall be with immediate effect and shall be no claim or litigation in this regard:-

- i) For any specific violation of any of the terms or clauses of the MOU by BoenciSolutions.
 - ii) Order of any Court of Law or appropriate authorities prohibiting the programmes like or similar to KAUSHAL Kendra.
 - iii) Any legislation passed by the State.
- f) It shall be tried to resolve all the disputes amicably by negotiations. If the negotiations fail then the same shall be terminated automatically.

In witnesses whereof both BoenciSolutions and KAUSHAL Kendra Division, Mahishadal Raj College have on this day mentioned above have entered into this Memorandum of Understanding

For Boenci Solutions Pvt. Ltd.

For DDU KAUSHAL Kendra
Mahishadal Raj College,

Chowdhury
Authorized Signatory

Authorized Signatory

Director
BOENCI SOLUTIONS PVT. LTD.
KOLKATA

Date: 03.06.2020

Atim Kumar Bera

Principal
Principal
MAHISHADAL RAJ COLLEGE

Date: 03.06.2020

Witness

1. *Jay Das* For Boenci Solutions Pvt. Ltd.

2. *Biswajit Ghosh* DDU KAUSHAL Kendra Mahishadal Raj College



Atim Kumar Bera
Principal
MAHISHADAL RAJ COLLEGE

Chowdhury



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

AD 466106

Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as MOU) is entered on this 25th day of June, 2020 between:

Advanced Analytical Testing Laboratory, Kolkata, formed in the year Two thousand three specialized in soil and water testing in the State of West Bengal and adjacent state, having its registered office in 468 Pearabagan, Garia, Kolkata - 7000153, which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors/ administrators and assigns of the First Part, Called hereinafter as Advanced Analytical Testing Laboratory.

AND

Deen Dayal Upadhyay KAUSHAL Kendra, Mahishadal Raj College, Purba Medinipur, West Bengal, a Government Sponsored College Under Vidyasagar University, PurbaMedinipur, West Bengal which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors/ administrators and assigns of the Second Part, called hereinafter as Mahishadal Raj KAUSHAL Kendra.

4147451

21 MAR 2020

.....Rs.....Date.....

Name:- ARJUN GOPE, Advocate

Address:- Alipur Police Court, Kal-27

Vendor:-.....

I. CHAKRABORTY

5B, Dr. Rajendra Prasad Sarani

Kolkata-700 001

WHERE AS

Advanced Analytical Testing Laboratory is involved in the scientific field of soil and water testing in the State of West Bengal and adjacent state, all over India and as a part of its corporate social responsibility programmes intends to initiate certain job-oriented training and education programmes to equip the students, faculty members, industry personnel and other learners with adequate and updated technological know-how in the area of *Environment (soil, water, pollutant) analysis* to meet the growing demand of skilled manpower in environment, agriculture and health sector in India.

The **Mahishadal Raj College (NSDC Non Funding Training Partner)** established in the year 1946 is the 3rd oldest Government Sponsored college in the district of PurbaMedinipur, and the 5th one in the entire West Bengal. The College is affiliated under Vidyasagar University. It is a multidiscipline co-educational *NAAC Accredited Grade - A college*. The College is honoured by the University Grants Commission as the only *DeenDayalUpadhyay KAUSHAL Kendra (Centre of Excellence in Skill Development)* in the State of West Bengal. The College is also recognized by the Department of Science and Technology, Govt of India as the *DST FIST College*. The college has three streams in Science, Arts & Commerce. In terms of student strength it is perhaps the biggest college in the district. At present the student strength is more than 4500 and the number of subjects being taught at the undergraduate level is 25. The college is the centre of 7 Regular Post Graduate Courses and six Distance Master Degree Courses. Apart from regular courses, the college has vocational Industrial Chemistry course and UGC approved three carrier oriented courses. The college has its own huge play ground, Separate Boys and Girls hostels, Medical Unit, 4 NSS UNITS, NCC UNITS, Swimming pool and well equipped Gymnasium for its students.

NOW, THEREFORE, IT IS UNDERSTOOD BETWEEN THE PARTIES THAT:-

- a) The main objective of this collaboration is to familiarize young students and faculty members in latest instrumentation for soil water food analysis and to give practical demonstration of the latest developments in the

training related to the course of *Environment (soil, water, pollutant and food) analyst*

- b) KAUSHAL Kendra shall be responsible for all present and future costs relating to the infrastructure of the set-up including operational, maintenance or other reasonable related expenses. All statutory liabilities in relation with the cell shall also be borne by College authority
- c) There shall be one representative of Advanced Analytical Testing Laboratory, who shall visit the college as and when required to guide the training process in all respect. KAUSHAL Kendra authority agrees to prominently display the plaque of Advanced Analytical Testing Laboratory at the workshop.
- d) Advanced Analytical Testing Laboratory will organize the trainees to take hands on training in its various workshop points or their own Training centre, but cost of traveling/lodging/fooding expenses of the trainees will be borne either by the candidate or by the college authority.
- e) Advanced Analytical Testing Laboratory shall have a privilege right to select the students for employment, who have successfully completed this training programme. However, students will be free to exercise their option.
- f) KAUSHAL Kendra will allow Advanced Analytical Testing Laboratory for using the training set-up beyond training hour and all its facilities for training of service personnel of Advanced Analytical Testing Laboratory, service staff of Advanced Analytical Testing Laboratory and others associated with the training programme.
- g) Advanced Analytical Testing Laboratory recognize that it is a Industry partner to Mahisadal Raj College KAUSHAL Kendra and extends its full cooperation in extending appropriate knowledge to learners in the area of pollution, environment and instrumentation .
- h) As and when possible, KAUSHAL Kendra and Advanced Analytical Testing Laboratory shall jointly organize workshops/seminars/conventions and other academic programmes on subjects of contemporary interest in the field of pollution, environment and instrumentation .

Validity, Termination, Resolution of Disputes and General Covenants

- a) This MOU shall be valid until the same is terminated by either of the party, by giving only one month written notice to the other party. It shall not be necessary to state the reasons of termination.

- b) This MOU doesn't form the basis of agency or employment relationship between the parties. It is on principal to principal basis.

- c) Neither party shall not be deemed in default of its obligations under this agreement nor shall be liable to the other to the extent that it is unable to perform any of its obligations by reason of any event or circumstance beyond its reasonable control.

- d) Any notice to be served under this agreement shall be served upon the recipient at its address set out here in either by hand or by speed post or otherwise by facsimile or e-mail transmission and shall be deemed served 48 hours after posting if sent by post or on delivery if it is delivered by hand and on completion of transmission if sent by facsimile or e-mail.

- e) Nothing stated above shall be applicable in the following circumstances and the termination shall be with immediate effect and shall be no claim or litigation in this regard:-
 - i) For any specific violation of any of the terms or clauses of the MOU by Advanced Analytical Testing Laboratory.
 - ii) Order of any Court of Law or appropriate authorities prohibiting the programmes like or similar to KAUSHAL Kendra.
 - iii) Any legislation passed by the State.

- f) It shall be tried to resolve all the disputes amicably by negotiations. If the negotiations fail then the same shall be terminated automatically.

In witnesses whereof both Advanced Analytical Testing Laboratory and KAUSHAL Kendra Division, Mahishadal Raj College have on this day mentioned above have entered into this Memorandum of Understanding

For
Advanced Analytical Testing Laboratory.

For
DDU KAUSHAL Kendra
Mahishadal Raj College, Purba Medinipur.

Satyajit Bose

Authorized Signatory



Date: 25/06/2020

Asim Kumar Bera
Principal

Principal
MAHISHADAL RAJ COLLEGE



Date: 25.06.2020

Witness:

1. *Badal Kr. Bera*

For Advanced Analytical Testing Laboratory.



2. *S. Adhinarayan Das* DDU KAUSHAL Kendra Mahishadal Raj College



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

T 632182

Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as MOU) is entered on this 15th day of January 2017 between AMRI HOSPITALS LTD having its registered office at and having its Hospital at P-4 & 5, CIT Scheme LXXII, Block -A, Gariahat Road, Kolkata - 700029 which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors/ administrators and assigns of the First Part, Called hereinafter as AMRI HOSPITALS LTD

AND

Deen Dayal Upadhyay KAUSHAL Kendra, Mahishadal Raj College, Purba Medinipur, West Bengal, a Government Sponsored College Under Vidyasagar University, Purba Medinipur, West Bengal which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors/ administrators and assigns of the Second Part, called hereinafter as Mahishadal Raj KAUSHAL Kendra.



Asim Kurrao Bora

DR. S. K. AGARWAL
Sr. Vice-President
AMRI HOSPITALS LTD.
Dhruvmitra

WHERE AS **AMRI HOSPITALS LTD** is involved in the service of mankind in Health Care through latest method and Technology for the treatment of patients in their Hospitals and as a part of its corporate social responsibility programmes, intends to initiate certain Skill Development Training programmes to equip the students, faculty members with adequate and updated technological know-how in the area of Health Care to meet the growing demand of skilled manpower in Health Care sector in India.

The **Mahishadal Raj College** established in the year 1946 is the 3rd oldest government sponsored college in the district of Purba Medinipur, and the 5th one in the entire West Bengal, The College is affiliated under Vidyasagar University. It is a multidiscipline co-educational NAAC accredited college. The college has three streams in Science, Arts & Commerce. In terms of student strength it is perhaps the biggest college in the district. At present the student strength is more than 5000 and the number of subjects being taught at the undergraduate level is 22. The college is the centre of 4 Regular Post Graduate Courses and six Distance Master Degree Courses. Apart from regular courses, the college has vocational Industrial Chemistry course and UGC approved three carrier oriented courses. The college has its own huge play ground, Separate Boys and Girls hostels, Medical Unit, 4 NSS UNITS, NCC UNITS, Swimming pool and well equipped Gymnasium for its students.

Mahishadal Raj College is honoured by the UGC to allow them to start the **KAUSHAL** Kendra along with their other activity as a social obligation. Presently Mahishadal Raj College **KAUSHAL** Kendra Division starts the programme with the two courses namely, three year full time Bachelor in



Atim Kumar Bera

DR. S. K. AGARWAL
Or. Vices- President/
AMRI HOSPITALS LTD.
Dhokura

Vocational (B.Voc) degree Course and one year Diploma Course in two trades of 'Automobile Servicing- Repair and Maintenance' and 'Health Care' in the context of local demand the institute can be able to provide infrastructural support and in addition a strong linkages with the community and industries.

NOW, THEREFORE, IT IS UNDERSTOOD BETWEEN THE PARTIES THAT:-

- a) The main objective of this collaboration is to familiarize young students and faculty members in latest Medical Technology and also practically demonstrate to them the most scientific way of treatment of patient and modern method and practices of Medical technology in Health Care.
- b) KAUSHAL Kendra shall be responsible for all present and future costs relating to the infrastructure of the set-up including operational, maintenance or other reasonable related expenses. All statutory liabilities in relation with the cell shall also be borne by College authority
- c) There shall be one representative of AMRI HOSPITALS, who shall visit the college as and when required to guide the training process in all respect. KAUSHAL Kendra authority agrees to prominently display the Banner of AMRI HOSPITALS at the KAUSHAL Kendra campus.
- d) AMRI HOSPITALS may suggest curriculum development of B.Voc Health Care Course, extend its corporate expertise for infrastructure development and methodology required for the training of the latest technical development in Health Care sector. Cost for this development will be borne by the KAUSHAL Kendra authority.
- e) DDU KAUSHAL Kendra will send approximately forty number of B.Voc health care students at AMRI Hospitals for nine months internship training at the end of their 5th Semester Examination. For first three months they will have basic apprentice training and for the final six months they will have



Asim. Kumare

JR.S. K. AGARWAL
Sr. Vice-President
AMRI HOSPITALS LTD
Dhokura

advanced apprentice training at Dhakuria or any other Hospital campus as the Hospital authority may think fit. From 4th semester onward regular online teaching classes & video demonstration classes will be organised by DDU KAUSHAL Kendra where AMRI Faculties will participate. More over, once a month contact session with candidate & faculty from AMRI HOSPITALS LTD will be organised by DDU KAUSHAL Kendra at their campus.

- f) During this nine months training programme, KAUSHAL Kendra will extend Rs. 4,500/- (Rupees Four Thousand Five hundred) per student for the entire Nine Months to the AMRI Hospital authority towards hiring of faculty, cost of consumables or for any other related expenditure.
- g) KAUSHAL Kendra will also bear expenses to conduct online teaching program with AMRI Hospital faculty & honorarium & travel expenses for once a month contact session between candidates & AMRI Hospital faculty
- h) AMRI HOSPITALS shall have a privilege right to select the students for employment, who have successfully completed the training programme. However, students will be free to exercise their option.
- i) AMRI HOSPITALS may provide free of cost teachware, courseware, training equipment, and other components required for B.Voc programme if they feel so. However, it shall be the responsibility of KAUSHAL Kendra authority to upgrade its infrastructure as specified by AMRI HOSPITALS for the purpose of effective implementation of training as per availability of fund.
- j) AMRI HOSPITALS recognize and accept them as a Industry partner to Mahisadal Raj College KAUSHAL Kendra and the cooperation has no financial gains except providing appropriate knowledge to learners in the area of Health Care Sector.

Mem.

Kumar

Asim



DR. S. K. AGARWAL
Sr. Vice President
AMRI HOSPITALS LTD.
Dhakuria

- k) It is understood that this training and education programme runs on a 'no loss no profit' basis.
- l) As and when possible, KAUSHAL Kendra and AMRI HOSPITALS shall jointly organize workshops/seminars/conventions and other academic programmes on subjects of contemporary interest in the field of Medical Technology and Health Care Sector.
- m) AMRI HOSPITALS at its sole discretion may provide, at its cost, necessary training aggregates and materials, training modules etc.), as Training Equipments to the KAUSHAL Kendra on temporary basis to enable it to impart hands on training to the students. The College authority understands and agrees that the Training Equipments are provided for the exclusive use by it for training purpose only. Students will have to bear the expenses towards loss or damage of the instruments or equipments provided by AMRI Hospitals for mal handling either at AMRI Hospitals campus or at KAUSHAL Kendra. A declaration need to be signed by all students posted in AMRI Hospitals for practical training purpose for this matter. KAUSHAL Kendra therefore undertakes that the Training Equipments will be used exclusively for the training purpose and for no other purpose whatsoever.
- n) KAUSHAL Kendra shall depute faculty members for a period as specified by AMRI HOSPITALS to undergo the "Train-the-Trainer" (TTT) program at AMRI HOSPITALS.

Validity, Termination, Resolution of Disputes and General Covenants

- a) This MOU shall be valid initially for a period of TWO years from the date of execution of the MOU or earlier by either of the party, by giving only one month written notice to the other party. It shall not be necessary to state the reasons of termination.

DR. S. K. AGARWAL
 Vice-President
 AMRI HOSPITALS LTD
 Dhakuria

- b) The MOU can be renewed further thereafter with mutual consent of both AMRI HOSPITALS LTD & DDU KAUSHAL Kendra
- c) This MOU doesn't form the basis of agency or employment relationship between the parties. It is on principal to principal basis.
- d) Neither party shall not be deemed in default of its obligations under this agreement nor shall be liable to the other to the extent that it is unable to perform any of its obligations by reason of any event or circumstance beyond its reasonable control.
- e) Any notice to be served under this agreement shall be served upon the recipient at its address set out here in either by hand or by speed post or otherwise by facsimile or e-mail transmission and shall be deemed served 48 hours after posting if sent by post or on delivery if it is delivered by hand and on completion of transmission if sent by facsimile or e-mail.
- f) Nothing stated above shall be applicable in the following circumstances and the termination shall be with immediate effect and shall be no claim or litigation in this regard:-
- i) For any specific violation of any of the terms or clauses of the MOU by AMRI HOSPITALS.
 - ii) Order of any Court of Law or appropriate authorities prohibiting the programmes like or similar to KAUSHAL Kendra.
 - iii) Any legislation passed by the State.
- g) It shall be tried to resolve all the disputes amicably by negotiations. If the negotiations fail then the same shall be terminated automatically.

Asim Kumar Bera



DR. S. K. AGARWAL
Sr. Vice-President
AMRI HOSPITALS LTD.
Dhaukuta

In witnesses whereof both AMRI HOSPITALS and KAUSHAL Kendra Division, Mahishadal Raj College have on this day mentioned above have entered into this Memorandum of Understanding

For AMRI HOSPITALS LTD

For DDU KAUSHAL Kendra
Mahishadal Raj College,


Dr. Sharad Kumar Agarwal
Group Medical Director & UNIT Head
AMRI Hospitals, Dhakuria, Kolkata.

Authorised Signatory

Date: **DR. S. K. AGARWAL**
Sr. Vice- President
AMRI HOSPITALS LTD.
Dhakuria

Witness:

1. *Jagan K. Nayak*

2. *Sanjay Sen.*

SANJAY SEN
Director
DDU KAUSHAL Kendra
Mahishadal Raj College

3. *Subhash Todi*

DR. S. K. TODI
MD, MRCP
Reg. No.-(WBMC) 41384

Asim Kumar Bera
Dr. Asim Kumar Bera
Principal,
Mahishadal Raj College,
Purba Medinipur.
Authorised Signatory

Date:



Principal
Mahishadal Raj College
Mahishadal, Purba Medinipur

भारतीय गैर न्यायिक

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Rs.10

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

86AB 403581

Ref. No :

Date : 29/11/2023

MEMORANDUM OF UNDERSTANDING (MOU)

for the Development of Academic Co-operation

BETWEEN

GHATAL RABINDRA SATABARSIKI MAHAVIDYALAYA

Ghatal, Paschim Medinipur, Pin-721212

(NAAC Accredited College)

AND

MAHISHADAL RAJ COLLEGE

Garkamalpur, Mahishadal, Purba Medinipur, Pin-721628

(NAAC Accredited College)

FOR THE DEVELOPMENT OF RESEARCH INTERACTION AND
ACADEMIC CO-OPERATION IN EDUCATION

The general objective of this Memorandum of Understanding (MOU) is to stimulate and facilitate the development of collaborative and mutually beneficial programs which serve to enhance the intellectual life and cultural development on both campuses, and to increase education cooperation. Thus, Ghatal Rabindra Satabarsiki Mahavidyalaya, Ghatal, Paschim Medinipur, West Bengal and Mahishadal Raj College, Garkamalpur, Mahishadal, Purba Medinipur, West Bengal have agreed that in support of their mutual interests in the field of education and research.

M. K. Roy
29.11.23

Principal,
Ghatal Rabindra Satabarsiki
Mahavidyalaya, Ghatal


29.11.23

Dr. Goutam Kumar Malty
Principal
Raipur Block Mahavidyalaya
Indragaria, Bagura, Pin-722134

The two Educational Institutions will:

- Cooperate in the exchange of information relating to their activities in teaching and research in fields of mutual interests.
- Promote appropriate joint research projects and joint courses of study. With particular emphasis on projects;
- Endeavor to encourage students and staff to spend periods of time in the host colleges. The exchange of students will be dependent on the execution of a formal Student Exchange Agreement prior to commencement of this activity.
- Training programmes for staff and technical personnel within the area of co-operation will be undertaken at two institutions.

2. Objectives

- The aim of the Memorandum of Understanding shall be to achieve a broad balance in the respective contributions and benefits of the collaboration, and this shall be subject to periodic review by both Colleges.
- Both institutions agree to hold/conduct, whenever feasible, joint workshops, Training Courses within the area of Co-operation.

3. Sharing of Facilities

- The two institutes agree to collaborate their research work through Research Centre monitored by Vidyasagar University.
- Access to other supporting facilities for the staff involved in the joint research programme at Ghatal Rabindra Satabarsiki Mahavidyalaya and Mahishadal Raj College will be provided by both institutes at the minimum fixed charges.

4. Areas of Co-operation

The areas of co-operation will be defined and modified from time to time by the co-ordination committee set up for the purpose. The areas identified for co-operation are:

- The institute will take routine lecture on advanced techniques and advanced and recent science topics ones or twice in a year with a collaborating institute without any fees.
- The institute will arrange one experiment in addition to lecture in institute For demonstration of various diagnostic tools, kits and instruments for the knowledge of candidate and under graduate and post graduate students.
- Institute will arrange one free Lab visit for the collaborative institute once in a year for selected students for the exposure.

5. Co-ordination committee

The following will constitute the co-ordination committee to monitor and review the collaborative programme between two institutes:

- Principal, Ghatal Rabindra Satabarsiki Mahavidyalaya, Ghatal and/or his nominee(s).
- Principal, Mahishadal Raj College, Mahishadal and / or his nominee(s).
- IQAC Co-ordinator, Ghatal Rabindra Satabarsiki Mahavidyalaya, Ghatal
- IQAC Co-ordinator, Mahishadal Raj College, Mahishadal

The co-ordination committee shall:

- Review the progress of the identified programmes at least once a year
- Consider the new R and D proposals for joint collaboration and implementation on case-to-case basis including Intellectual Property Rights (IPR) and financial arrangements.
- Consider the addition/deletion of areas of co-ordination between the two institutions during review.
- Consider the continuance of the MOU.

C. Das
29.11.23

Principal,
Rabindra Satabarsiki
Mahavidyalaya, Ghatal

Princip
29.11.23
Princip
Block Mahavidyalaya
Bansura, Pin-722134

1. Non-Disclosure

In case of joint research and consultancy projects taken up by Ghatal Rabindra Satabarsiki Mahavidyalaya and Mahishadal Raj College, no party shall disclose any information to media / any unauthorized person from each institute in any form whether electronics/print without mutual consent and approval by co-ordination committee.

This MOU shall remain valid for a period of two years from the date of signing unless renewed. At the end of validity period of the MOU, a fresh MOU with similar / modified terms may be considered for signing. In witness whereof the two parties have signed this memorandum of understanding by both the parties on date, month and year referred above.

Signature

Signed for and on behalf of
Mahishadal Raj College

Maly 29.11.22

(Professor Goutam Kumar Maity)
Principal,
Mahishadal Raj College

Dr. Goutam Kumar Maity
Principal
Raipur Block Mahavidyalaya
Kharigeria, Bankura, Pin-722134



Signed for and on behalf of Ghatal Rabindra Satabarsiki Mahavidyalaya

M. K. Das 29.11.2023

(Professor Mantu Kumar Das)
Principal,
Ghatal Rabindra Satabarsiki Mahavidyalaya

Principal,
Ghatal Rabindra Satabarsiki
Mahavidyalaya, Ghatal

Witnesses:-

1) *Subirash Mookhajer*
Co-ordinator
IQAC
Mahishadal Raj College
Mahishadal, Purba Medinipur

2) *Kaushik Das*
Co-ordinator,
IQAC
Ghatal Rabindra Satabarsiki
Mahavidyalaya

3) *Abimash Gayen*

Assistant Professor,
Ghatal Rabindra Satabarsiki
Mahavidyalaya, Ghatal





পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

21AB 543850



Memorandum of Understanding (MoU)

This Memorandum of Understanding (here-in-after called as the MoU) is entered on this day the September 03, 2018 by and between MAHISHADAL RAJ COLLEGE, located at Garh Kamalpur, Mahishadal, Purba Medinipur, PIN 721628, West Bengal; **THE FIRST PARTY** represented here-in by its Principal (here-in-after 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 assignees

AND

THE SECOND PARTY (here-in-after called the Second Party), represented by the KOLKATA VOCATIONAL ACADEMY, located at 161 Jangalpur Road, Kolkata 700081, West Bengal; unless excluded by or repugnant to the subject of context shall include its successors (in office), administrators and assignees.

First and Second Parties here-in-after will jointly be referred as PARTIES and individually as PARTY, WHEREAS:

First Party is a higher educational institution namely:

MAHISHADAL RAJ COLLEGE, GARH KAMALPUR, MAHISHADAL, PURBA MEDINIPUR,
WEST BENGAL, PIN 721628

Kolkata Vocational Academy

Principal
Mahishadal Raj College
Mahishadal, Purba Medinipur

1

Director

Second Party is a technical training and educational institution namely:

KOLKATA VOCATIONAL ACADEMY, 161 Jangalpur Road, Kolkata 700081, WEST BENGAL.

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 training programmes including conferences, seminars and study-tours.

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

- Community Empowerment Activities.
- Carrying out different awareness programmes, seminars and symposiums, workshops, specialized trainings.
- Provide Support in the Quality Improvement by providing teaching/ learning environment
- Imparting vocational/ Skill Development training for the non teaching staff of the college.
- Any other activities that are mutually agreed upon and are beneficial for both the parties.

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. The activities under this MoU shall be coordinated, monitored and recorded by the *Internal Quality Assurance Cell (IQAC)* of **MAHISHADAL RAJ COLLEGE** and the competent authority of **KOLKATA VOCATIONAL ACADEMY**. The visitors will be bound by the rules and regulations, as well as the code of conduct of the host institution.

Principal
Mahishadal Raj College
Mahishadal, Purba Medinipur

Kolkata Vocational Academy

Director

CLAUSE 3: FINANCIAL ARRANGEMENTS

No financial commitment is required /involved to execute the terms and conditions of this MoU. In case of any financial assistance received as extramural grant to any party of this MoU, 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. **MAHISHADAL RAJ COLLEGE** and **KOLKATA VOCATIONAL ACADEMY** that:

1. **MAHISHADAL RAJ COLLEGE** and **KOLKATA VOCATIONAL ACADEMY** may mutually use and share educational facilities and may jointly guide staff and students at various levels of academia.
2. **MAHISHADAL RAJ COLLEGE** and **KOLKATA VOCATIONAL ACADEMY** may mutually conduct professional courses / training programmes / workshops / seminars / conferences / field study for which *certificates will jointly be issued by both the institutions, 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 MAHISHADAL RAJ COLLEGE** and the **Director of KOLKATA VOCATIONAL ACADEMY**, 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.

Kolkata Vocational Academy


Director



Principal
Mahishadal Raj College
Mahishadal, Purba Medinipur

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



Signature / Seal
Principal

MAHISHADAL RAJ COLLEGE

Principal

Mahishadal Raj College
Mahishadal, Purba Medinipur
Witnesses



Kolkata Vocational Academy



Signature / Seal
Director

KOLKATA VOCATIONAL ACADEMY

1. *Sanjay Sen*
3/9/2018

2. *Abanish*
3/9/2018

3. *[Signature]*
03.09.2018



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

22AB 826411



Agreement of Collaboration (AoC)

This **Agreement of Collaboration** (here-in-after called as the **AoC**) is entered on this day the **July 6, 2018** by and between **MAHISHADAL RAJ COLLEGE**, located at Garh Kamalpur, Mahishadal, Purba Medinipur, PIN 721628, West Bengal; **THE FIRST PARTY** represented here-in by its Principal (here-in-after 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 assignees

AND

THE SECOND PARTY (here-in-after called the Second Party), represented by the **TECH SKILL FOUNDATION**, located at 24 Girish Chandra Bose Road, Kolkata 700014, West Bengal; unless excluded by or repugnant to the subject of context shall include its successors (in office), administrators and assignees.

First and Second Parties here-in-after will jointly be referred as **PARTIES** and individually as **PARTY**, **WHEREAS:**

First Party is a higher educational institution namely:

MAHISHADAL RAJ COLLEGE, GARH KAMALPUR, MAHISHADAL, PURBA MEDINIPUR, WEST BENGAL, PIN 721628

Tech Skill Foundation

Debashis Banerjee

Director

Principal

Mahishadal Raj College
Mahishadal, Purba Medinipur

Second Party is a technical training and educational institution namely:

TECH SKILL FOUNDATION, 24 GIRISH CHANDRA BOSE ROAD, KOLKATA 700014, WEST BENGAL.

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 AoC for advancing their mutual interest. Now therefore, in consideration of the mutual promises set forth in this AoC, 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 training programmes including conferences, seminars and study-tours.

The purpose of this AoC 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. The purpose of this agreement is purely knowledge-based and academic. Both the Parties are intending to specifically undertake:

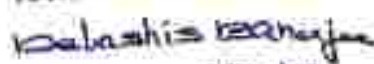
- Customise course curriculums and training as per requirements.
- Carrying out different awareness programmes, seminars and symposiums, workshops, specialized trainings.
- Exchange of Resource Persons faculties and staff.
- Exchange of ideas and data that are required for conducting projects.

CLAUSE 2: MODE OF OPERATION

Both parties will provide necessary support for effective implementation of the AoC within the institutional rules, regulations and procedures. This AoC shall be effective from the date it is signed by both the parties. The activities under this AoC shall be coordinated, monitored and recorded by the *Internal Quality Assurance Cell (IQAC)* of **MAHISHADAL RAJ COLLEGE** and the competent authority of **TECH SKILL FOUNDATION**. 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


Principal
Mahishadal Raj College
Mahishadal, Purba Medinipur

Tech Skill Foundation

Director

No financial commitment is required /involved to execute the terms and conditions of this AoC. In case of any financial assistance received as extramural grant to any party of this AoC, then that will be duly audited and acknowledged.

CLAUSE 4: PERIOD AND APPLICABILITY

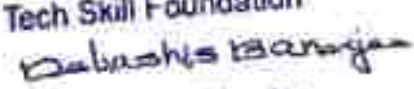
Unless terminated earlier as per the provision herein contained, this agreement shall be valid for an initial period of 5 (Five) years from the date of signing of this AoC. Subsequently, this agreement may be renewed for such further term or terms as may be mutually agreed upon.

CLAUSE 5: TERMS AND CONDITIONS

It is mutually understood and agreed by and between the Institutes viz. **MAHISHADAL RAJ COLLEGE** and **TECH SKILL FOUNDATION** that:

1. **MAHISHADAL RAJ COLLEGE** and **TECH SKILL FOUNDATION** may mutually use and share educational facilities and may jointly guide staff and students at various levels of academia.
2. **MAHISHADAL RAJ COLLEGE** and **TECH SKILL FOUNDATION** may mutually conduct professional courses / training programmes / workshops / seminars / conferences / field study for which *certificates will jointly be issued by both the institutions, to all candidates after successful completion of the same.*
3. In case of any dispute resulting from or related to this AoC, the Parties agree to attempt to resolve such dispute amicably. This AoC 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 MAHISHADAL RAJ COLLEGE** and the **Director of TECH SKILL FOUNDATION**, in a spirit of independence, mutual respect, and shared responsibility.
4. The AoC 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 AoC 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.


Principal
Mahishadal Raj College
Mahishadal, Purba Medinipur

Tech Skill Foundation

Director

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



Signature / Seal
Principal
MAHISHADAL RAJ COLLEGE
Principal
Mahishadal Raj College
Mahishadal, Purba Medinipur
Witnesses



Tech Skill Foundation
Dalabati Banerjee
Director

Signature / Seal
Director
TECH SKILL FOUNDATION

1. *Sajay Sen*
6/7/2018
2. *Krishnakumar*
06/07/2018
3. *Sanyal*
06-07-2018



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

33AB 853466



Agreement of Collaboration (AoC)

Between

MAHISHADAL RAJ COLLEGE and SKILL DEVELOPMENT CONSULTANTS

This Agreement of Collaboration (here-in-after called as the AoC) is entered on this day the July 10, 2019 by and between MAHISHADAL RAJ COLLEGE, located at Garh Kamalpur, Mahishadal, Purba Medinipur, PIN 721628, West Bengal; *THE FIRST PARTY* represented here-in by its Principal (here-in-after 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 assignees

AND

THE SECOND PARTY (here-in-after called the Second Party), represented by the SKILL DEVELOPMENT CONSULTANTS, located at 24/4 Raja S C Mullick Road, Kolkata 700032, West Bengal; unless excluded by or repugnant to the subject of context shall include its successors (in office), administrators and assignees.

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 AoC for advancing their mutual interest. Now therefore, in consideration of the mutual promises set forth in this AoC, the parties hereto agree as follows.



B. Banerjee

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 training programmes including conferences, seminars and study-tours.

The purpose of this AoC 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. The purpose of this agreement is purely knowledge-based and academic. Both the Parties are intending to specifically undertake:

- Customise course curriculums and training as per requirements.
- Carrying out different awareness programmes, seminars and symposiums, workshops, specialized trainings.
- Exchange of Resource Persons faculties and staff.
- Exchange of ideas and data that are required for conducting projects.

CLAUSE 2: MODE OF OPERATION

Both parties will provide necessary support for effective implementation of the AoC within the institutional rules, regulations and procedures. This AoC shall be effective from the date it is signed by both the parties. The activities under this AoC shall be coordinated, monitored and recorded by the *Internal Quality Assurance Cell (IQAC)* of MAHISHADAL RAJ COLLEGE and the competent authority of SKILL DEVELOPMENT CONSULTANTS. 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 this AoC. In case of any financial assistance received as extramural grant to any party of this AoC, 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 AoC. 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. MAHISHADAL RAJ COLLEGE and SKILL DEVELOPMENT CONSULTANTS that:


Principal

MAHISHADAL RAJ COLLEGE



V. B. Banerjee

1. **MAHISHADAL RAJ COLLEGE** and **SKILL DEVELOPMENT CONSULTANTS** may mutually use and share educational facilities and may jointly guide staff and students at various levels of academia.
2. **MAHISHADAL RAJ COLLEGE** and **SKILL DEVELOPMENT CONSULTANTS** may mutually conduct professional courses / training programmes / workshops / seminars / conferences / field study for which *certificates will jointly be issued by both the institutions, to all candidates after successful completion of the same.*
3. In case of any dispute resulting from or related to this **AoC**, the Parties agree to attempt to resolve such dispute amicably. This **AoC** 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 MAHISHADAL RAJ COLLEGE** and the **Director of SKILL DEVELOPMENT CONSULTANTS**, in a spirit of independence, mutual respect, and shared responsibility.

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


 Signature / Seal
 Principal
MAHISHADAL RAJ COLLEGE

Principal
MAHISHADAL RAJ COLLEGE




 Signature / Seal
 Director
SKILL DEVELOPMENT CONSULTANTS
 Director
 Skill Development Consultants

Witnesses:

1. Sanjay Sen +
2. S. Mookherjee
3. Soumen Das,





अभिचरण पश्चिम बंगाल WEST BENGAL

33AB 853467



Agreement of Collaboration (AOC)

Between

MAHISHADAL RAJ COLLEGE and ACADEMY OF PROFESSIONAL STUDIES

This Agreement of Collaboration (here-in-after called as the AOC) is entered on this day the **July 15, 2019** by and between **MAHISHADAL RAJ COLLEGE**, located at Garh Kamalpur, Mahishadal, Purba Medinipur, PIN 721628, West Bengal; **THE FIRST PARTY** represented here-in by its **Principal** (here-in-after 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 assignees

AND

THE SECOND PARTY (here-in-after called the Second Party), represented by the Director of **ACADEMY OF PROFESSIONAL STUDIES**, located at 4/28 Viveknagar, Kolkata 700025, West Bengal; unless excluded by or repugnant to the subject of context shall include its successors (in office), administrators and assignees.

Soumen Das,


Principal

MAHISHADAL RAJ COLLEGE



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 AOC for advancing their mutual interest. Now therefore, in consideration of the mutual promises set forth in this AOC, 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 training programmes including conferences, seminars and study-tours.

The purpose of this AOC 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. The purpose of this agreement is purely knowledge-based and academic. Both the Parties are intending to specifically undertake:

- Customise course curriculums and training as per requirements.
- Carrying out different awareness programmes, seminars and symposiums, workshops, specialized trainings.
- Exchange of Resource Persons, Faculties and Staff.
- Exchange of ideas and data that are required for conducting projects.

CLAUSE 2: MODE OF OPERATION

Both parties will provide necessary support for effective implementation of the AOC within the institutional rules, regulations and procedures. This AOC shall be effective from the date it is signed by both the parties. The activities under this AOC shall be coordinated, monitored and recorded by the *Internal Quality Assurance Cell (IQAC)* of **MAHISHADAL RAJ COLLEGE** and the competent authority of **ACADEMY OF PROFESSIONAL STUDIES**. The visitors will be bound by the rules and regulations, as well as the code of conduct of the host institution.

CLAUSE 3: 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 AOC. 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. **MAHISHADAL RAJ COLLEGE** and **ACADEMY OF PROFESSIONAL STUDIES** that:


Principal



1. **MAHISHADAL RAJ COLLEGE** and **ACADEMY OF PROFESSIONAL STUDIES** may mutually use and share educational facilities and may jointly guide staff and students at various levels of academia.
2. **MAHISHADAL RAJ COLLEGE** and **ACADEMY OF PROFESSIONAL STUDIES** may mutually conduct professional courses / training programmes / workshops / seminars / conferences / field study for which *certificates will jointly be issued by both the institutions, to all candidates after successful completion of the same.*
3. In case of any dispute resulting from or related to this AOC, the Parties agree to attempt to resolve such dispute amicably. This AOC 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 MAHISHADAL RAJ COLLEGE** and the **Director of ACADEMY OF PROFESSIONAL STUDIES**, in a spirit of independence, mutual respect, and shared responsibility.

Any divergence or differences derived from the Interpretation or application of this AOC shall be resolved by arbitration between the Parties.


 Signature / Seal
 Principal
MAHISHADAL RAJ COLLEGE

Principal
MAHISHADAL RAJ COLLEGE



Witnesses:

1. *S. Mookherjee*
2. *Sanjay Sen*
3. *Buddhabar Pradhan*

Soumen Das,
 Signature / Seal
 Director
ACADEMY OF PROFESSIONAL STUDIES
 Director
 Academy of Professional Studies





पश्चिम बंगाल WEST BENGAL

33AB 853468

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
MAHISHADAL RAJ COLLEGE
AND
THE SCIENCE ASSOCIATION OF BENGAL

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on this 15th day of July, 2019 between MAHISHADAL RAJ COLLEGE, MAHISHADAL and SCIENCE ASSOCIATION OF BENGAL for mutual cooperation with each other in academic exchanges programme, collaborating skill development, faculty development, seminars, workshops and exhibitions, awareness and motivational programme and research. This document establishes the guiding terms and principles of collaboration among the two organizations:

I. Framework of both the Organisations

MAHISHADAL RAJ COLLEGE, UGC approved, NAAC accredited (with Grade 'A') affiliated under Vidyasagar University and Government of West Bengal sponsored college located at PO & PS: Mahishadal, Purba Medinipur, West Bengal -721628, India represented by its Principal Dr. Anim Kumar Bera referred to as First Party (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include it's in office, representatives, administrators, and assigns) of one part.

And

THE SCIENCE ASSOCIATION OF BENGAL (Address: 104, D.H. ROAD, KOLKATA-700008) referred to as Second Party and represented herein by its Zonal /Divisional Head, Director/Owner/Proprietor, (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include it's in office, representatives, administrators, and assigns) of the other Part.



1 |

Principal
MAHISHADAL RAJ COLLEGE



THE SCIENCE ASSOCIATION OF BENGAL

President Treasurer Secretary

II. Purpose of the Agreement

Both parties are pleased to enter upon an agreement to establish ties of academic cooperation in order to contribute to the achievement of their overall goals as institutions through following but not limited to:

1. Joint Educational Research and Scientific Publications
2. Community empowerment activities
3. Exchange of Academic materials
4. Approaches to Appropriate Government and Non-Government bodies for funding
5. Visits and formal exchanges of scholars, students and administrators in specific areas of education, research and outreach.
6. Organizing and co-hosting international conferences, extension lectures, Seminars, Workshops, student internship, Joint projects
7. Social and cultural programs
8. Students and staff exchange programs including Visits, training and field trips.
9. Provide support in the quality improvement of its partner institution by providing an independent audit of its infrastructure and teaching / learning environment
10. Educational / Vocational Courses
11. Joint Consultancy
12. Any other activities that are mutually agreed upon and are beneficial to both.

III. Execution of the Agreement

The specific activities to be carried out under this agreement will be stated in corresponding specific sub-agreements. Such specific sub-agreements, once approved by all the parties, will be attached as annexure to this agreement. The specific sub-agreements among all the Parties will specify their objectives, conditions and ways of execution, financial support, period the sub-agreement will be in effect, and administrative responsibility within each institution.

IV. Term and Expiration of the Agreement

It is understood that this agreement will come into effect after being signed by the two parties and will be established for a period of five years. After these five years it will be automatically extended for same period, unless one of the Parties expresses an intention (by written notification) to cancel the agreement at last 90 days before the expiry date. The amendment, termination and expiration of this MOU will not affect the terms of activities ongoing at the time of notification of amendment, termination or expiration, unless otherwise agreed upon among the parties.

Any additions, changes, or deletions to this document must be approved by the representatives of both Parties. All notices shall be in writing and shall be directed to these representatives.

V. Non-Exclusivity

This Agreement is a non-exclusive agreement, and both parties remain free to enter into similar agreements with other parties.

VI. Special Provisions

1. Each party will take approval from the other party in writing prior to using the latter's name and logo for the activities hereunder on a case-by-case basis.
2. Both parties hereto shall do their utmost to ensure the smooth and efficient implementation of the programs.
3. Both parties will consult with each other for any subsequent associated agreement informally and attempt to resolve disputes or misunderstanding that may arise in the administration of this MOU or any subsequent associated agreement informally.
4. Neither party can misuse this MOU by involving the name of the other without the written consent from the other parties.

VII. Disputes

If any dispute arises in respect of the MOU, in that case both the organizations will discuss and settle the matter amicably.

IN WITNESS WHEREOF both Parties have set and subscribe their respective hands and seals on the day, month and year first above written

For
MAHISHADAL RAJ COLLEGE



Name: Dr. Asim Kumar Bera.

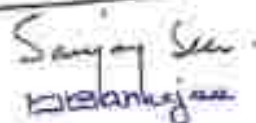
Designation: Principal
Date: 15.07.2019

Principal

MAHISHADAL RAJ COLLEGE



Witness



For
SCIENCE ASSOCIATION OF BENGAL



Name: Dr. Subhabrata Roychoudhuri.

Designation: Secretary
Date: 15.07.2019

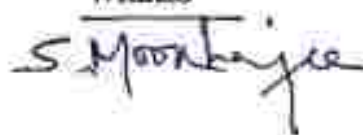
THE SCIENCE ASSOCIATION OF BENGAL



President Treasurer Secretary



Witness





পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

S 846969



Agreement of Collaboration (AOC)

Between

MAHISHADAL RAJ COLLEGE and DUM DUM NIKHIL BANGIYA VIDYAPEETH

This **Agreement of Collaboration** (here-in-after called as the AOC) is entered on this day the **August 02, 2019** by and between **MAHISHADAL RAJ COLLEGE**, located at Garh Kamalpur, Mahishadal, Purba Medinipur, PIN 721628, West Bengal; **THE FIRST PARTY** represented here-in by its **Principal** (here-in-after 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 assignees

AND

THE SECOND PARTY (here-in-after called the Second Party), represented by the **Director** of **DUM DUM NIKHIL BANGIYA VIDYAPEETH**, located at Vidyapeeth Bhawan, Puln Avenue, P.O. Rajbari, Kolkata - 700081, West Bengal; unless excluded by or repugnant to the subject of context shall include its successors (in office), administrators and assignees.

Principal

MAHISHADAL RAJ COLLEGE

1

Secretary

Dum Dum Nikhil Bangiya Vidyapeeth

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 AOC for advancing their mutual interest. Now therefore, in consideration of the mutual promises set forth in this AOC, the parties hereto agree as follows.

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CLAUSE 3: PERIOD AND APPLICABILITY

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CLAUSE 5: TERMS AND CONDITIONS

It is mutually understood and agreed by and between the Institutes viz. **MAHISHADAL RAJ COLLEGE** and **DUM DUM NIKHIL BANGIYA VIDYAPEETH** that:


Principal


MAHISHADAL RAJ COLLEGE

2


Secretary
Dum Dum Nikhil Bangiya Vidyapeeth

1. **MAHISHADAL RAJ COLLEGE** and **DUM DUM NIKHIL BANGIYA VIDYAPEETH** may mutually use and share educational facilities and may jointly guide staff and students at various levels of academia.
2. **MAHISHADAL RAJ COLLEGE** and **DUM DUM NIKHIL BANGIYA VIDYAPEETH** may mutually conduct professional courses / training programmes / workshops / seminars / conferences / field study for which *certificates will jointly be issued by both the institutions, to all candidates after successful completion of the same.*
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Any divergence or differences derived from the interpretation or application of this AOC shall be resolved by arbitration between the Parties.


Signature / Seal
Principal
MAHISHADAL RAJ COLLEGE

MAHISHADAL RAJ COLLEGE




Signature / Seal
Director
DUM DUM NIKHIL BANGIYA VIDYAPEETH

DUM DUM NIKHIL BANGIYA VIDYAPEETH

Witnesses:

1. Sanjay Sen.
2. S. Moonbarjee
3. Anil Kumar Barshi