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पश्चिम बंगाल WEST BENGAL



233255

MEMORANDUM OF UNDERSTANDING

1. This Memorandum of Understanding is entered into on 28/04/2022 (hereinafter called MoU).

Between

JIVAN SAFAL WELFARE SOCIETY bearing TP ID XXXXXX / PBSSD/TP/JSWSCY/694

a registered society legal nature of organization i.e. Society having its Head Office at 62, School Road, P.O. Purbaputuri, Kolkata, West Bengal, Pin-700093, hereinafter referred to as "First 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 Sandipan Sengupta working as Secretary.

AND

Nikhil Banga Sikshan Mahavidyalaya, Bishnupur, Bankura, Tilbari, West Bengal hereafter called as "Second Party" (which expression shall and include, unless it is repugnant to the context, its administrators successors and assignees) under the administrative control of Burdwan University, Govt. of West Bengal and represented by its authorized signatory Dr. Bhim Chandra Mandal working as Principal.

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



*Sandipan Sengupta*  
Secretary

*Dr. Bhim Chandra Mandal*  
Principal  
Nikhil Banga Sikshan Mahavidyalaya  
Bishnupur, Bankura

10 MAY 2022

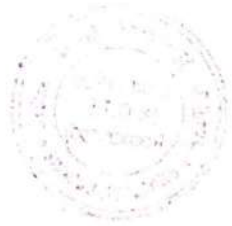
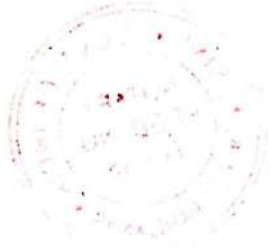


25 APR 2022

to: Shoy  
name: \_\_\_\_\_  
address: \_\_\_\_\_  
Rs. \_\_\_\_\_  
PARTHA SARATHI CHOWDHURY  
Kavakar and ran  
#-7, Chowringhee Square  
Kolkata - 69  
Date: \_\_\_\_\_

JIVAN SAFAL WELFARE SOCIETY  
No. S0000410  
62, School Road,  
Kolkata-700 093

*[Handwritten signature]*



*[Faint handwritten text]*



## 2. Purpose of MoU

- a. This MoU establishes a framework for execution of skill development projects which sponsored by government sector skill development authorities and for execution & implementation guidelines will be followed which issued by them (as amended from time to time). It sets out the role and responsibilities of each of the parties for achievement of common objectives of project mode interventions.
- b. Both parties hereby affirm that they shall work towards the implementation of the project MoU in letter and spirit.
- c. Both parties hereby affirm that they may work in other Government sponsored / affiliated projects with same terms and conditions if will be agreed by both.

## 3. Responsibilities of the Parties to the MoU

- a. The **First Party "Jivan Safal Welfare Society"** will be responsible for total affiliation process, inspection of centre(online/offline), after getting affiliation they will be responsible to carry out training schedule as per applicable terms and condition of skill development authority (Government organization), timely assessment of batches, then certification and bill claiming from government time to time. Appointing a qualified faculty for selected job role is responsibility of **First Party**. Preparation of syllabus and distribution of periods as per norms will be provided by **First Party**. In these process **Second Party "Nikhil Banga Sikshan Mahavidyalaya"** will always be responsible for possible all assistances.
- b. The **Second Party "Nikhil Banga Sikshan Mahavidyalaya"** will be responsible to provide class rooms, practical rooms, seats for students, high writing support for student, light, fan, projector, CCTV observation, computers and accessories, printers, scanner etc. which will be needed as training aide. **First party "Jivan Safal Welfare Society"** will always be responsible to provide information and assist in all aspects.

## 4. Training Fees distribution

- a. The **First Party "Jivan Safal Welfare Society"** will claim / draw 60 percent of total receivable amount.
- b. The **Second Party "Nikhil Banga Sikshan Mahavidyalaya"** will claim / draw 40 percent of total receivable amount.

## 5. Branding and advertisement/ mobilization

- a. Branding, advertisement and mobilization are responsibility of both parties (**First and Second**). Both party will work jointly in this regard to make policy after discussion and will amend policy when it will be required.

## 6. Funding in Project

- a. **"Jivan Safal Welfare Society"** will provide fund as affiliation fee, Inspection Fee, Bank Guarantee, Branding materials and Faculty.

## Terms & Conditions



*[Signature]*

*[Signature]*  
Principal  
Nikhil Banga Sikshan Mahavidyalaya  
Bishrupur, Barkura



10 MAY 2022



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

#### 8. Confidentiality

Both 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 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.

#### 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 5 years from the commencement date of the first batch.

#### 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.

#### 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 obtained and communicated duly to both the Parties.

Any amendment / modification in the MoU shall have to be in writing, duly signed with seal by



*[Signature]*

*[Signature]*  
Principal  
Nikhil Banga Sikshan Mahavidyalaya  
Bishnupur, Baikura



10 MAY 2022



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 authorized representatives.


  
SIGNATURE  
Secretary  
JIVAN SAFAL WELFARE SOCIETY  
No. S0000410  
62, School Road,  
Kolkata-700 093



JIVAN SAFAL WELFARE SOCIETY  
In the presence of the following witnesses:

1. Santanu Ghosh
2. V. Hunder

SIGNATURE

  
Principal  
Nikhil Banga Sikshan Mahavidyalaya  
Nikhil Banga Sikshan Mahavidyalaya  
In the presence of the following witnesses:



1. Sabitamajumdar
- Saijan Sengupta

Identified by me

  
Advocate



Signature Attested  
on Identification

11.0 MAY 2022

  
A. K. Sinha, Notary  
Alipore Judges/Police Court, Cal-27  
Regd. No 608/1995 Govt. Of India

11.0 MAY 2022