

# Memorandum of Understanding

# Between

# Bhatter College, Dantan, West Bengal



# Nikhil Banga Sikshan Mahavidyalaya

The Management of Bhatter College, Dantan, established at Chaulia, P.O. Dantan, State of West Bengal, India, and Nikhil Banga Sikshan Mahavidyalaya, established at Bishnupur. Tilbari, Bankura 722122, West Bengal, India (each a "Party" and collectively, the "Parties"), to facilitate their mutual objectives, enter into this Agreement for the Memorandum of Understanding on the 14th December 2022 (14.12.2022, "Effective Date") and hereby agree as follows:

### A. Objectives

The Parties shall explore opportunities for collaboration, which may include, but are not limited to:

- Academic collaboration as co-host/partner in seminar/workshop/conference hosting, guest-editing special issues, and launching new journals by the Parties.
- Technical collaboration for software development and exchange
- Institutional collaboration for developing the SCOAP model
- Faculty/students exchange as determined by the areas of expertise
- Exchange of information on research and educational programmes
- Jointly organizing short-term continuing education programmes on topic of mutual interest and inviting each other's faculty to participate therein.
- Jointly engagement in research or training programmes sponsored by funding agencies
- Exchanging, on a reciprocal basis, students at Undergraduate and Post-graduate levels for limited periods of time for the purpose of education and /or research.

#### B. Scope and Obligations

- · No financial obligation is there at this stage for collaboration. Any financial collaborating project is optional.
- Prior to initiating any joint program or project, the Parties shall enter into a Sub-Agreement setting forth the specific details of the proposed program or project. Each such Sub-Agreement, prior to becoming effective, shall be vetted in accordance with each Party's internal policies and procedures and signed by an authorized representative of each Party.
- By virtue of this Agreement any department or wing of the Parties can enter into Sub-agreement in any academic and technical project through a Sub-Agreement. Each Sub-Agreement shall identify the academic units and personnel involved, the duration of the program or project, and the source of any funding required for the program or project. The Parties acknowledge and agree that any such program or project must be organized and administered in accordance with applicable law and the relevant policies and procedures of each Party.

#### C. Tenure, Amendment and Termination:

- This Agreement shall remain in force for a period of five (5) years from the Effective Date; however, either Party, at its discretion, may terminate this Agreement during its term by giving notice at least six (6) months in advance of the intended termination date.
- This Agreement may be amended or renewed by a written agreement signed by an authorized representative of each Party.

#### D. Communication

Each Party shall send communications or notices pertaining to this Agreement to the other Party at the relevant address set forth below or to such other address designated by that other Party through written notice or via email as scanned copies at the designated email ids of the Parties.

Bhatter College, Dantan:

The Office of the Principal

P.O: Dantan, Dist: Paschim Medinipur, West Bengal, India. Pin: 721426

Fax: 03229-253905. Phone: 03229-253238, 253945

Website: www.bhattercollege.ac.in, Email: principal@bhattercollege.ac.in

Nikhil Banga Sikshan Mahavidyalaya:

The Office of the Principal:

Bishnupur, Tilbari, Bankura 722122, West Bengal, India

Website: https://nbsmahavidyalaya.org/ Email: nbsmahavidyalaya@gmail.com.

Mobile: 9434202242

### E. Intellectual Property and Use of Trademarks

- The Parties agree to respect each other's rights to intellectual property. Further, the intellectual property rights that arise as a result of any collaborative research or activity under this MoU will be worked out on a case-by-case basis, and will be consistence with the officially laid down IPR policies of the two institutions.
- Each Party grants, for the term of this Agreement, a limited, non-exclusive, royalty-free license to use its logo and name (the "Trademarks"), to the other Party, solely for the promotion of this Agreement and any joint programs and projects developed hereunder. Each Party agrees that each time it reproduces and/or republishes the other Party's Trademarks it shall do so in a form identical to that provided by each Party, without alteration. Each Party agrees to use the other Party's Trademarks in a careful and prudent manner. Except as otherwise set forth in this paragraph, each Party agrees not to use the other Party's name, trademarks, or other intellectual property in any manner whatsoever without prior written consent in each instance. Requests pertaining to Bhatter College, Dantan shall be emailed to the Principal's Office at principal@bhattercollege.ac.in. The Parties acknowledge by this Agreement, that they acquire no right, title or interest in and to the other Party's Trademarks whatsoever other than to use the Trademarks in accordance with the term and conditions hereof. The use of each

Party's Trademarks may not be assigned, transferred, shared or divided in any manner by the other Party without the prior written consent in each instance.

## F. Arbitrations clause

Should there be a dispute relating to any aspect of academic cooperation, Principal, Bhatter College, Dantan and the Principal of Nikhil Banga Sikshan Mahavidyalaya will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed.

On behalf of:

Nikhil Banga Sikshan Mahavidyalaya

Dr. Bhim Chandra Mondal Mahadoveler

Principal

Date: 14th December 2022

Witness 1

1. Somit Kumar Das Asstt. Progessor B.Ed. Department.

2. Kalpatasu Mondal Assistant Profesor, B. Ed. Dept.

On behalf of:

Bhatter College, Dantan

Dr. Pabitra Kumar Mishra

Principal

Date: 14th December 2022

Witness 2

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