

अभिचयदण पश्चिम बंगाल WEST BENGAL

52AB 970955

Berhampore Girls' College

Principal

Ushika  
07.07.22

**MEMORANDUM OF UNDERSTANDING**

(MoU)

BETWEEN

**BERHAMPORE NURSERY**

Banjetia, P.O Cossimbazar Raj

Berhampore, Murshidabad

&

**BERHAMPORE GIRLS' COLLEGE**

(Government Sponsored)

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

PIN - 742101

WEST BENGAL, INDIA

(Affiliated to the University of Kalyani)

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

Proprietor

BERHAMPORE NURSERY

06/07/2022

Sl. No.

142

Name

PROPRIETOR BERHAMPORE NURSERY.

Address

BERHAMPORE.  
MSD.

By

Signature

*[Handwritten Signature]*

DSR-Chapra/Palashipara/Tehat.

32003 20003

MEMORANDUM OF UNDERSTANDING

(M.O.U)

BETWEEN

BERHAMPORE NURSERY

Banjoia, P.O. Cochinwar, Jh.

Berhampore, West Bengal

&

BERHAMPORE GIRLS' COLLEGE

(Government sponsored)

C.R. DAS ROAD, P.O. BERHAMPORE, DIST. MURSHIDABAD,

WEST BENGAL, INDIA

(Affiliated to the University of Kalyani)

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

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## 1. Parties to the Agreement and the Legal Framework:

The Memorandum of Understanding (MoU) is entered into on this 07/07 day of ....., 2022 towards the establishment of an Agreement by and between:

- **BERHAMPORE NURSERY** a Small Nursery, Recognized by National Horticulture Mission located at Banjetia, P.O Cossimbazar Raj Berhampore, Murshidabad established in 2013 referred to as **BERHAMPORE NURSERY**, represented by its Proprietor and referred to as **FIRST PARTY** (which term or expression shall unless excluded by or repugnant to the contest be deemed to mean and include its successor in office representatives, administrators and assigns) for the exchange of students, and faculties for purely academic purpose.

AND

- **BERHAMPORE GIRLS' COLLEGE**, a Government Sponsored Girls' College running with Post Graduate Programmes located at C.R. DAS ROAD, P. O.: BERHAMPORE, Dist.: MURSHIDABAD, PIN – 742101, State: WEST BENGAL, INDIA established in 1946 referred to as **BGC**, remained Affiliated to the University of Calcutta till 1999 and thereafter Affiliated to the University of Kalyani, Recognized by the UGC under Section 2(f) &12(B) and represented by its Principal and referred to as **SECOND PARTY** (which term or expression shall unless excluded by or repugnant to the contest be deemed to mean and include its successor in office representatives, administrators and assigns) for the exchange of students, and faculties and infrastructural facilities for purely academic purpose.

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

## 2. Vision of the Agreement:

This agreement is drawn with a view to espousing the principles, policies, visions and objectives of the National Education Policy 2020. The Policy suggests a “seamless integration and coordination across institutions and across all stages of education”. Both the organization have the philanthropic visions to be fulfilled with regard to the MoU, which are:

- Whereas the two organization agree upon to carry forward the ethical values and to inculcate the value of education so that the learners can face the challenging future confidently and successfully;
- Whereas the two organization agree upon to evolve the institute as the centers of academic excellence;
- Whereas the two organization agree upon to construct a platform for the exploration of the potentialities of the learners to be acquainted with the global knowledge society;
- Whereas the two organization agree upon for striving to engage the students in meaningful extension activities and community welfare works.

### 3. Preamble:

#### 3.1. Understanding of Cooperation:

Whereas **BERHAMPORE NURSERY** and **BERHAMPORE GIRLS' COLLEGE** agree that cooperation in research collaborations, students, and faculty exchanges and collaborations with regard to infrastructural facilities would be mutually beneficial. The areas of cooperation may include, subject to mutual consent, any desirable and feasible activity that would further the goals of each organization with regard to academic collaboration.

Therefore, pursued by the goal of common interest **BERHAMPORE NURSERY** and **BERHAMPORE GIRLS' COLLEGE** have intended to decide into the **Memorandum of Understanding (MoU)**, of which components for the cooperation are well-defined in the following Sections:

#### 3.2. Article (i). Purpose of the Agreement:

- The broad Objectives of this agreement are to promote extension activities to keep the students informed about the real world outside classroom.
- Upon mutual consent of both the parties, activities shall be arranged that would create sensitivity towards Environmental sustainability and to link academic learning with social and environmental problem solving.
- To inculcate knowledge among students about seedling germination process through different practical activities.
- To organize hands on training on disease resistant variety for the skill development of students and benefit of society.
- To arrange programmes with a view to enriching knowledge about gardening.
- To organize Tree Plantation programmes in collaboration with other such organizations with mutual consent of both the parties.
- To arrange research-oriented field visit programme whenever possible.
- To take initiatives for the maintenance of plants by biological process.
- To carry out related outreach activities and extension services.
- To organize Horticulture training, and other such training for the stakeholders.

. *Note:* **BERHAMPORE NURSERY** and **BERHAMPORE GIRLS' COLLEGE** agree with the detailed terms and conditions that will guide each activity as identified above and that will be identified jointly and these will be agreed upon by the two organization. These will also include the technical description of the proposed activity and the financial arrangements and the person(s) responsible for its implementation.



**3.2. Article (ii). Coordination and Execution of the Agreement:**

- A Coordination Committee consisting of two Heads and two Coordinators and quite a few members from each organization will steer up the joint initiative and that will periodically (once in a year) review the activities and identify new innovative areas of activities.
- The specific activities to be carried out under this Agreement will be started in corresponding specific Sub-agreements. Once such Sub-agreements are approved by the both parties that will be attached as annexes to this agreement. The specific Sub-agreements will demonstrate the Objectives, Conditions and the Way of Execution, Financial Arrangement, Period of Execution and the Administrative Responsibilities of the two parties.

**3.2. Article (iii). Confidentiality of the Agreement and the Protection of Intellectual Property Rights (IPR):**

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

**3.2. Article (iv). Duration, Amendment and Expiration of the Agreement:**

The Agreement will come into effect after being signed by both parties and will be established for a period of 05 (five) years. After the completion of this period, the Agreement will automatically be extended for another 05 (five) years, unless one of the Parties expresses an intention (in written form) to cancel the Agreement at least 90 (ninety) days before the expiry date. The Agreement may be amended at any time by mutual agreement in writing as an addendum. The Amendment, Termination and Expiration of the Agreement will not affect the terms of activities ongoing at the time of Notification of Amendment, Termination and Expiration, unless otherwise agreed upon between the Parties.

**3.2. Article (v). Non-Exclusivity:**

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

**3.2. Article (vi). Special Provisions:**

- (a) Each Party will take approval from the other Party in writing prior to using the Later's name and Logo for the activities here under on a case-by-case basis;
- (b) Neither Party can misuse this MoU by involving the name of the other without the written consent from the other Party;
- (c) There will be no vested interest by neither of the party involved apart from quality enhancement.

Principal  
07.07.22  
Bhirkha  
Berrampore Girls' College

Sahini Mishra  
Proprietor  
BERRAMPORE NURSERY

**3.2. Article (vii). Dispute Resolution:**

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

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

**FOR  
BERHAMPORE NURSERY**

*Sri Safiul Mujnebin*  
.....

**Name: Sri Safiul Mujnebin**

Designation: Proprietor

Date:

BERHAMPORE NURSERY  
SEAL

Proprietor

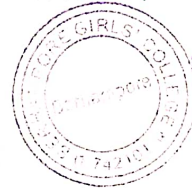
**FOR  
BERHAMPORE GIRLS' COLLEGE**

*Hena Sinha*  
.....

**Name: Dr. Hena Sinha**

Designation: Principal

Date: *07.07.22*



*Principal*  
Berhampore Girls' College  
SEAL

1. Witness: *Masud Islam*  
**Name: MASUD ISLAM**  
Designation: *Member*  
Date:

2. Witness:  
**Name:**  
Designation:  
Date: