

পশ্চিমবংগী पश्चिम बंगाल WEST BENGAL

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MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

MURSHIDABAD BERHAMPORE YOUTH CHOIR

(Registration No. S/IL/45923 of 2007-2008) C.R. DAS ROAD, DHOPGHATI, BERHAMPORE Dist.: MURSHIDABAD, Pin- 742101, WEST BENGAL, INDIA

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)

Principal²³
Berhampore Girls' College

Secretary
Secretary
Urshidabad Berhampore Youth Choir
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1. Parties to the Agreement and the Legal Framework:

• MURSHIDABAD BERHAMPORE YOUTH CHOIR (Registration No. S/IL/45923 of 2007-2008) located at C.R. DAS ROAD, DHOPGHATI, BERHAMPORE Dist.: MURSHIDABAD, Pin- 742101, WEST BENGAL, INDIA established in 1984 referred to as MURSHIDABAD BERHAMPORE YOUTH CHOIR, represented by its Secretary 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 espouse 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.

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Secretary
Secretary
Murshidabad Berhampore Youth Choir
C9.02.23

3. Preamble:

3.1. Understanding of Cooperation:

Whereas MURSHIDABAD BERHAMPORE YOUTH CHOIR 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 MURSHIDABAD BERHAMPORE YOUTH CHOIR 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 cultural exchange, cultural collaboration between the parties involved as cultural partners.

Upon the mutual consent of both the parties, cultural cooperation will be carried out in, but not necessarily limited to, the following activities:

- To conduct joint cultural programme such as Music, exchange of musical instruments, Music teachers, cultural hall exchange etc.;
- To collaborate in organizing seminar and workshop symposia and other kind of cultural discourses in the fields of mutual interest;
- To explore the provision of cultural and intellectual enrichment activities;
- To organize excursion in the places of cultural heritage.

. Note: MURSHIDABAD BERHAMPORE YOUTH CHOIR and BERHAMPORE GIRLS' COLLEGE agree with the detailed terms and conditions that would guide each activity as identified above and that will be identified jointly and these will be agreed upon by the two 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 Subagreements 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 organization will maintain reciprocal relations and retain and respect
 individual confidentiality including those pertaining to the collaborative activities of
 both organization.
- 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.

3.2. Article (vii). Dispute Resolution:

In case of any dispute relating to any aspect of Academic 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.

MURSHIDABAD BERHAMPORE YOUTH CHOIR and BERHAMPORE GIRLS'

COLLEGE welcome the signing of this Memorandum of cooperation and jointly agree to the provisions set out as above.

FOR MURSHIDABAD BERHAMPORE YOUTH CHOIR

Name: Sri Malay Gupta

Designation: Secretary

Secretary

Date: 09.02.23 Murshidabad Berhamnorp Yo

1. Witness: Agrindam Charkrabore

Name: ARINDAM CHAKRABORTY

Designation: A55. f. Secretary

09.02.2023 Date:

FOR BERHAMPORE GIRLS' COLLEGE

Name: Dr. Hena Sinha

Designation: Principal

Date: 09.02.2023

SE**Parincipal**Berhampore Girls' College

2. Witness: Ingangfallyay Name: Madhnellanda Gangf Designation: Associate Professor

Date: 09.02.2023