

भारतीय गैर न्यायिक

बीस रुपये

रु.20



Rs.20

TWENTY
RUPEES

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

31AA 976795

THIS MEMORANDUM OF UNDERSTANDING SIGNED ON THIS 31st
DAY OF MAY 2023 HAVE BEEN ARRIVED AT

BETWEEN

BRAHMANANDA KESHAB CHANDRA COLLEGE, NAAC Accredited
Govt. Sponsored Degree College, affiliated to West Bengal State
University since 2008 (previously affiliated to University of Calcutta
since inception) recognized by University Grants Commission under
Section 2(f) and 12(B) Estd.-1956 having its campus at 111/2
Barrackpore Trunk Road, Kolkata-700108 represented through its
Principal, Dr. Papia Chakraborti hereinafter referred to as the
FIRST PARTY (which terms of expression shall unless exclude or
may repugnant to the subject or context deemed to mean and
include out of their respective heirs, executors, administrators,
legal representatives and assigns) of the **FIRST PART**.

Papia Chakraborti
Principal 31-05-2023



Brahmananda Keshab Chandra College
111/2, B. T. Road, Bon Hooghly
Kolkata - 700108



BARANAGAR UDYOG

Disha Mondal
31/5/23
VICE-PRESIDENT

144887

Baranagar Udyog

NAME.....
 ADD.....
 Rs.....

30 MAY 2023

S. LATTERJEE
 Licensed Stamp Vendor
 C. C. Court
 2 & 3, K. S. Roy Road, Kol-1

48, Sen Nagar

Kol-1

30 MAY 2023

30 MAY 2023

BARANAGAR UDYOG

VICE PRESIDENT

Practical
 Brahmacharya Kshatriya Sanshodhan Mandal
 (I.I.T.)



AND

BARANAGAR UDYOG (Pan No.- AAHAB1649Q) a **NON-PROFITABLE ORGANIZATION** registered under the Society Act of 1961 (Govt. of West Bengal) vide Reg. No.- S0007418, and also a registered society under NGO Darpan an initiative of Govt. of India under NITI Aayog Plan vide Reg. No.- WB/2020/0259345, also registered as Micro Enterprise under Udyam Registration of the Ministry of Micro, Small and Medium Enterprises of Govt. of India vide Reg. No.- UDYAM-WB-14-0008509, also registered to undertake Corporate Social Responsibility activities by Register of Companies Delhi vide Reg. No.- CSR0039881 is mainly based in Baranagar, Kolkata having its office at 48, Satin Sen Nagar, Kolkata-700108 represented through its **VICE PRESIDENT MS. DISHA MONDAL** hereinafter referred to as the **SECOND PARTY** (which terms of expression shall unless exclude or may repugnant to the subject or context deemed to mean and include out of their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

WHEREAS the First Party and the Second Party herein desire to enter into a **Memorandum of Understanding** (hereinafter referred as "**MOU**") for **Five Years** setting forth the services towards the society in collaborative manner through the involvement of students.

AND WHEREAS the First Party has approached the Second Party with a proposal of collaboration in order to involve the students of the First Party in a series of impactful programs which are going to be organized by the Second Party and which the Second Party has accepted to in alignment with the vision of society



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development. These include the views of Development of Biodiversity, Plantation Drives, Child Education and Development, Health and Hygiene, Thalassemia Awareness Camping and Sanitation Awareness within the local limit of West Bengal.

NOW THIS MEMORABNDUM OF UNDERSTANDING WITNESSETH and it is agreed by and between both the parties hereto is as follows:

a) OBJECTIVES: -

Baranagar Udyog, the Second Party herein in its plan is expanding its networks in society upliftment. As part of this, both the First and Second Parties intend to collaborate for Social development of the Students in the specific areas as identified below:

1. **Development of Biodiversity:** Collaborating on projects related to the restoration and conservation of local ponds, which will provide a hands-on learning experience for students interested in environmental sciences.
2. **Plantation Drives:** Organizing tree plantation campaigns that will not only contribute to environmental sustainability but also enhance the knowledge and skills of students in fields such as horticulture and forestry and other related fields.
3. **Children Education and Development:** Conducting educational workshops, mentoring programs, and engaging in digital literacy initiatives for underprivileged children. This will enable Brahmananda Keshab Chandra College students to actively participate in bridging the digital divide and empowering underprivileged students through education.



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4. **Health and Hygiene:** Collaborating on awareness campaigns, workshops, and initiatives related to health and hygiene, benefiting students studying healthcare, public health, and related disciplines.
5. **Thalassemia Awareness:** Raising awareness about thalassemia and organizing blood donation drives, providing valuable insights into healthcare practices and social responsibility.
6. **Sanitation:** Increasing public awareness about Swachh Bharat Mission for segregating the Solid waste in household levels for better and easy recycling of the reusable products and proper disposal of Liquid Waste and Solid Waste.

This MOU is **non-binding** on the Parties and is intended to identify specific areas for prospective collaboration between the Parties and achieve the aforementioned objectives. All **objectives and activities** under the scope of this MOU will be driven by identified senior members from both the sides. Both the Parties will nominate Nodal Officers to achieve the Objectives of this MOU.

b) DURATION AND TERM: -

- I. This MOU shall be valid for a period of Five (5) years from the date of execution/signing and may be extended by mutual agreement, after the expiry of this MOU.
- II. This MOU is a document of good faith and implementation of the MOU would be monitored at regular intervals.

c) CHANGES/AMENDMENTS: -

No change can be made to this MOU without written consent and duly signed by the Parties. Additions, deletions and/or alterations to this



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Sista Mendal
31/5/23
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MOU may be affected by way of addendum in writing by the Parties to this MOU concerning the changes. Documents containing such additions, deletions and/or alterations and signed by the Parties shall form addenda to this MOU and be deemed to be part of this MOU.

d) CONFIDENTIALITY: -

- 1) Parties agree to hold in confidence all information/data designated by the Parties as being confidential which is obtained from either Party or created during the performance of the Agreement without written consent of the other Party and will not disclose the same to any third party and only be used for education purposes only.
- 2) The above confidential clause excludes the information/data possessed by either Party before entering into this Agreement or independently developed and/or information already available through public domain. The confidentiality clause shall also exclude information disclosed pursuant to any order/direction/request of any judicial/statutory or government authority.
- 3) This clause shall survive for a period of one (1) year after the date of termination or expiration of this Agreement.

e) TERMINATION: -

Either Party can terminate this MOU after serving 1 (one) months' notice in writing if there is failure/ breach of understanding or default by other Party other than on force majeure grounds, provided that any such termination shall not affect any scheme/project which has not been fully completed at such time, unless the Parties agree otherwise in writing.

f) LIMITATIONS OF LIABILITY: -

Neither Party shall be liable to the other Party for any indirect, incidental, consequential or special damages, including but not

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limited to loss of profits, loss of investment, loss of opportunities, loss of goodwill or reputation.

At the time of termination neither Party shall be liable to other hereunder or in relation hereto for any of monetary consideration if not agreed by both the parties in written before the incurring of such expenses done by any of the parties.

g) FORCE MAJEURE: -

Neither Party shall be liable to the other for failure or delay in the performance of any of its obligations under this MOU for the time and to the extent such failure or delay is caused due to acts of God, natural disaster, fire, floods, explosions or earthquake, epidemic or quarantine restrictions, pandemic, serious accidents, war, insurrection or riots, strikes, governmental act, orders or restrictions or Labour troubles, or any other cause beyond the affected Party's reasonable control, provided that sufficient notice of such occurrence of force majeure is communicated to the other Party and the affected Party shall do everything reasonably practicable to resume performance.

h) ACCOUNTS :

Any/ All expenditure regarding Society development must be audited by in house auditor primarily and after conclusion of in house audit, Accounts will finally go to the Auditor. However, before any expenditure regarding any society development job, budget have to be prepared by in-house accountant and after approval by head of both the parties.

i) GOVERNING LAW AND DISPUTE RESOLUTION: -

I. This MOU shall be governed by and constructed in accordance with the laws of India and the courts of West Bengal (including District Courts, The Calcutta High Court and/or The Supreme Court



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of India) shall have exclusive jurisdiction over any disputes hereunder.

II. The Parties shall attempt to amicably settle all disputes arising out of this MOU and the obligations hereunder ("Dispute"). Either Party may give written notice of a Dispute to the other Party within (10) days of the occurrence of the event which gives rise to such Dispute or the date such event comes to the notice of the applicable Party. Any Dispute between the Parties in connection with this MOU shall be referred to the designated officials of both the parties for mutual discussions and negotiations. If no settlement can be reached through mutual discussions and negotiations within [15 days] of either Party delivering a notice of the Dispute to the other Party, then such matter shall be finally settled by arbitration in accordance with the provisions of The Arbitration & Conciliation Act, 1996 as amended Up to date ("Arbitration Act"). All Disputes and differences of any nature whatsoever arising between the Parties in connection with this MOU shall be referred to a **sole arbitrator to be mutually appointed by the Parties**. With respect to such arbitration, the following provisions shall apply:-

- The Arbitration proceedings shall be conducted in English.
- The seat of Arbitration shall be at Kolkata.
- The Arbitration Tribunal will consist of Three Panel Arbitrators, among them each of the parties shall nominate the name of one Learned Arbitrator and those two Learned Arbitrators shall decide name of the Presiding Arbitrator.
- The costs of arbitration shall be borne by both the parties in equal manner.
- The decision of the Arbitration Tribunal shall be final and binding on the Parties.



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31-05-2023
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BARANAGAR UDYOG

Dilasa Mondal
31/5/23
VICE-PRESIDENT

IN THE WITNESS WHEREOF the parties hereto have put their respective hands seals and signatures on the day, month and year first above written.

**SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:
WITNESS: -**

Suchismita Chakraborty
1. Dr. Suchismita Chakraborty
Associate Prof in Botany
Brahmananda Keshab ch. College
111/2 B.T. Road, Bon Hooghly
Kolkata - 700108



Papia Chakraborti
Principal 31-05-2023
Brahmananda Keshab Chandra College
111/2, B. T. Road, Bon Hooghly
Kolkata - 700108

SIGNATURE OF FIRST PART

2. Shreejita Mullick.
Ast. Secretary.
Baranagar Udyog
48, Satin Sen Nagar, Kol-108

BARANAGAR UDYOG

Disha Mondal
31/5/23
VICE-PRESIDENT

SIGNATURE OF SECOND PART

DRAFTED BY ME:-

Biswaroop Ghosh

BISWAROOP GHOSH
Advocate,
High Court at Calcutta
Enrl. No. - F/93/134/2022