



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

34AA 968911

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is entered on this the 14th day of November, 2024

BY AND BETWEEN

Department of Dietetics and Nutrition under NSHM ACADEMY [Sponsored Colleges: NSHM Knowledge Campus, Durgapur-Group of Institutions, NSHM College of Management & Technology, NSHM Institute of Nursing and NSHM Institute of Pharmaceutical Technology] a Trust registered under the Registrar of Assurances & U/s. 12 A of Income Tax Act 1961, having its registered office at Arrah, Shibtala via Muchipara, Durgapur- 713212, represented by its Authorised Signatory, Dr. Anuradha Mukherjee, hereinafter called "NSHM ACADEMY" (which expression shall, unless repugnant to the context or meaning thereof, mean and include Board of Trustees/elected or nominated executor of Trust as per regulations of the Trust) of the **FIRST PART.**

AND

ASANSOL GIRLS' COLLEGE, an undergraduate Government of West Bengal aided women's college under the Kazi Nazrul University, having its registered office at, Dr. Anjali Roy Sarani, Bardhaman, Girls College Rd, Asansol

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Court Area, Asansol, West Bengal 713304, represented by its Authorised Signatory Dr. Manika Saha, hereinafter referred to as the "Second Party", (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor in office, representatives, administrators, and assigns) of the **SECOND PART**.

Both the organizations will be hereafter collectively referred to as 'Parties' and individually as 'Party'.

WHEREAS:

- (a) The First Party being a Non-Profit Public Charitable Trust is engaged in imparting higher education through its educational institutes by the name of **NSHM Knowledge Campus, Durgapur-Group of Institutions, NSHM College of Management & Technology, Durgapur, NSHM Institute of Nursing and NSHM Institute of Pharmaceutical Technology** (hereinafter referred to as "**NSHM ACADEMY**") established with a mandate to serve the academic and professional needs of the students in the country.
- (b) Established in 1950, **Asansol Girls' College** is an undergraduate women's college in Asansol, West Bengal, India. It is affiliated with the Kazi Nazrul University.

Both the parties have agreed to associate together for generating and sharing Knowledge and skills and working towards mutual cooperation in academic exchanges, program development and research.

1.PURPOSE OF THE AGREEMENT.

Both the Parties are pleased to enter upon an agreement to establish academic cooperation in order to contribute to the achievement of their overall goals of the First party and Second party through the following but not limited to:

- (a) Joint teaching and research projects.
- (b) Collaboration in the area of academic publications, researches, field trips etc.
- (c) Visit, training and exchange of faculty, staff and students
- (d) Joint educational/vocational courses.
- (e) Joint consultancy, PhD. supervision, scientific publications.
- (f) Co-hosting and participation in conferences, seminars, symposiums and workshops.



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- (g) Social and cultural programs
- (h) Any other activity that is mutually agreed upon and is beneficial to both.

2. TERMS AND CONDITIONS:

- (a) The parties will manage their own financial liabilities, arising out of their respective rights and obligations.
- (b) Intellectual Property Rights, titles or ownership of any product, proprietary information or technology tools, processes, utilities, and methodology for any deliverables, new ideas, inventions or development conceived, developed or made jointly by the first party and the second party under the ambit of this MOU shall remain the property of all the parties, as agreed mutually. This clause shall remain valid even after the termination or expiry of this MOU.
- (c) In no event shall any party be liable for any indirect, incidental, special consequential damages, including but not limited to loss of profits, revenue, data or use, incurred by the other party in connection with arising out of, or under this agreement, save for any such loss suffered resulting from any willful and negligent act or omission of either of the parties.
- (d) During the tenure of the MOU, the parties agree to respect confidentiality of any work or material provided in confidence. The parties would seek each other's permission before assigning any Intellectual Property Rights to a third party.
- (e) Neither this MOU, nor any activity described herein shall be construed as creating a partnership, joint venture, agency or other such relationship between the parties and nothing contained herein shall preclude either party from participating / initiating similar relationship with third parties.
- (f) This MOU may not be amended without the prior written consent of each of the parties.
- (g) This MOU will come into force and deemed to have commenced from the date of its signing and shall continue for a period of 2 years from thereof and can be renewed on mutual consent of the parties unless either of the parties notifies in writing to the other party of its intentions to terminate this MOU, thirty days in advance.
- (h) This MOU is not a legally binding contract and under no circumstances does this MOU subject either parties to liability for breach of contract or any other liability, under national / international law or any other applicable law.



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- (i) The parties hereby agree that they are not bound exclusively by this MOU and shall be at a liberty to enter into any separate agreements or arrangements with any third party without reference to the other party.
- (j) If during the tenure of the MOU any joint program is delayed due to reason of Force Majeure nature such as acts of God, acts of public enemy, pandemic, acts of government, fire, flood, strike, epidemic and civil commotion, the extension of the joint programs would be mutually decided.
- (k) Each party will take approval from the other party in writing prior to using the party's name and logo for the activities hereunder on case-by-case basis.
- (l) Both parties warrant that this MOU is not likely to have any conflict of interest with any of their organizational, financial, contractual or other interests relating to the work under this MOU.
- (m) If either party fails to fulfil its respective obligations as set out in the previous clauses of this MOU, the parties shall consult each other with a view to correct the default by the party concerned. If even thereafter the default is not rectified by the defaulting party, then the other party may terminate this MOU by giving Thirty (30) days' notice in writing to the defaulting party provided that such termination shall not affect the rights of the parties to the MOU which have accrued prior to such termination.
- (n) The Institutes agree to carry out the above-mentioned activities in accordance with laws and regulations of respective institution after full consultation and approvals.
- (o) This MOU replaces any and all previous agreements between the parties. Subsequent discussions, agreements and understandings, whether verbal or in writing, are subsumed by this Agreement. Any changes require written agreement by both parties.
- (p) In case of any dispute or difference arising out of this agreement whether on the date of such dispute or difference this agreement will be subsisting or not the same will be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996. The venue of arbitration shall be in the main city of Durgapur. The language of arbitration shall be English. The arbitrator shall have summary powers.
- (q) The High Court at Kolkata shall have exclusive jurisdiction to try all matters arising out of this agreement.



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NSHM ACADEMY Name: Dr. Anuradha Mukherjee Designation: Associate Professor Signature: <i>Anuradha Mukherjee</i> Date: 14.11.2024	ASANSOL GIRL'S COLLEGE Name: Dr. Manika Saha Designation: Teacher-in-charge Signature: <i>Manika Saha</i> Date: 14.11.2024
NSHM ACADEMY (WITNESS) Name: <i>Dr. Alak Sanyal</i> Designation: <i>Director</i> Signature: <i>Alak Sanyal</i> Date: 14/11/2024	ASANSOL GIRL'S COLLEGE (WITNESS) Name: DR BIRU RAJAK Designation: IQAC coordinator Signature: <i>Biru Rajak</i> Date: 14/11/2024



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