



Sukanta Mahavidyalaya
Dhupguri, Jalpaiguri, WB



Salesian College, Sonada and Siliguri
West Bengal



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

30AA 701607

MEMORANDUM OF UNDERSTANDING (MoU)

Between

Sukanta Mahavidyalaya, Dhupguri, Jalpaiguri, WB, India

And

Salesian College, Sonada and Siliguri, West Bengal, India

This Agreement is made on the day of _____, 2023, between *Sukanta Mahavidyalaya, Dhupguri, Jalpaiguri, WB, India*, represented by its *Dr. Nilangshu Sekhar Das*, here in after referred to as SMV, as the first party and *Salesian College, Sonada and Siliguri*, represented by its Principal, *Dr. Fr. George Thadathil sdb*, here in after referred to as SC, as the second party.

And, both the institutions will together be referred to as the parties.

PURPOSE

Whereas

Sukanta Mahavidyalaya, Dhupguri, Jalpaiguri, WB, India here in after referred to as SMV, founded in 1981, accredited by NAAC with grade 'B' offers Honours and General courses etc. with the address *Sukanta Nagar, P.O.: Dhupguri, Dist.: Jalpaiguri, Pin. : 735 210, West Bengal*.

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Don Bosco Road Siliguri -734001
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- a) **SMV** is desirous to associate with **SC** on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both institutions.

Whereas

- b) Salesian College, hereinafter referred to as **SC**, founded in 1938, accredited by NAAC with A grade in the 3rd Cycle, is a government recognized, minority educational institution of the Catholic Church, run by Salesians of Don Bosco, Kolkata Province, where over 2200 students do their Arts/Humanities, Commerce, Science and Professional Courses (UG & PG) under the North Bengal University (NBU).

- a) **SC** is desirous to associate with **SMV** on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both institutions.

- c) That, relying on the principle of good faith, by virtue of which they will carry out all the possible actions for their due fulfillment, And, relying also on their common bonds and concerns, they state their interest in strengthening their relationships through academic cooperation, and for this end they are of one accord in entering this MoU.

THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS:

1. OBJECTIVE

The parties agree that the objective of the present MoU is to establish a cooperation in order to collaborate towards the formation of students, academics and researchers for the promotion and development of their respective areas of interest.

2. METHOD FOR ACHIEVING THE OBJECTIVES

In order to achieve the aforementioned objectives, the parties, in mutual agreement, shall develop cooperation programs and projects that will specify the commitments each of them is to make for the performance of the said programs.

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3. AREAS OF CO-OPERATION:

Whereas, SMV and SC recognize that the academic collaboration would be of mutual benefit and would provide strengths in research and education and the mutual interest in engaging themselves in academic cooperation. As per the purpose of the said agreement, the two parties shall:

1. Faculty exchange for scholarly pursuits
2. Student Development Programs
3. Student exchange
4. Collaborations for Seminars/Webinars/Workshops
5. Extension Activities
6. Joint Research Projects and Publications
7. Sharing of Best Practices
8. Collaboration in the area of Education and Teacher Training
9. Social action (community development)

4. FUNDING

- a) Expenses for airfare, transportation, room and board and personal expenses of exchange students, teachers or officers shall be covered by respective individual.
- b) Students, interns and officers shall be responsible for requesting and obtaining lodging by inquiring with the host institution, which shall provide necessary help to obtain safe and convenient lodging arrangements.
- c) Financial expenses for internships of professors and researchers, which will be arranged at the parties' request, as well as travel expenses, shall be covered by the requesting institution. No fees will be paid, as the assumption is that the professors /researchers remain in their positions at their home institution, which will continue to pay their salaries.

5. NO EMPLOYMENT RELATIONSHIP

The parties agree that this Agreement shall not be construed in any manner as

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establishing any kind of partnership or bond of a labor nature between them. Thus, in all activities stemming from the present MoU and from subsequent specific action plans, the parties are in the understanding that, in all cases, employment relationships shall remain in force between the employing institution and its respective personnel.

6. CREDITS/ACCREDITATION

- a) Grades shall be awarded in accordance with the academic achievement policies in force at the Institution. However, the Institution reserves the right to accept or reject any accreditation leading to an academic degree.
- b) The Institution shall issue a certification recognizing the grades obtained, as well as the hours invested on projects/papers completed by the students.

7. RIGHTS AND DUTIES

- a) The Host Institution is committed to counseling and supporting students on exchange through advice on academic and administrative procedures, as well as to foster their integration, inviting and encouraging guest students to become involved in student life.
- b) The institutions shall act as facilitators, but they will have no obligation what so ever in terms of the actions, behavior or financial aspects of the students / participants involved in the exchange.
- c) The students/participants shall enjoy the same rights and privileges as regular students/faculty, and shall observe the norms and rules of the Host Institution. Any violation of the rules of the Host Institution by an exchange participant shall be grounds for immediate termination of the privileges in the context of this Agreement.
- d) The host institution agrees to assist to provide boarding, lodging and necessities and to provide workspace, library and laboratory facilities as appropriate.

8. AUTONOMY

This agreement is a statement of intentions and does not involve, in any instance whatsoever, any financial obligations between the subscribing institutions.

9. TERM

- a) This MOU shall be effective for a period of five (5) years from the date of execution of this agreement, and shall be automatically renewed thereafter for another five (5)

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years unless a written notice to terminate or amend this agreement is given to the other party, six (6) months in advance.

It is expressly agreed that neither party shall be liable for damages that they might cause each other as a result of a **forceful suspension** of a collaboration program.

Causes for forceful suspension must be explicitly set forth in the action plans.

10. CONFLICT RESOLUTION

Any dispute resulting from the interpretation or application of this Agreement shall be settled through direct negotiation and common agreement by the persons delegated to such end by each Institution. Either party may propose to the other a modification of the Agreement at any time in writing.

11. CONFIDENTIALITY

Each of the parties accepts and declares that every information from the other party is of a confidential nature, is the exclusive property of the latter and has been or will be disclosed to the former solely with the purpose of enabling the full accomplishment of the present Agreement. For this reason, every piece of information provided by one party to the other before signing this Agreement and/or during its performance must be kept confidential and therefore may not be disclosed to any third party.

12. AMENDMENTS

The parties may amend this Agreement through agreements in writing to that effect. The said amendments or additions will be binding on the signatories as of the date of their signature. The parties may not assign, in whole or in part, the performance of the present MoU to any third party, except through prior and express authorization in writing by both of them.

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And, since both parties are in agreement regarding the content of the present document, and as a token of conformity, we sign it in two counterparts, both of which will be considered originals.



Dr. Nilangshu Sekhar Das
19.5.23

NAME:

Dr. Nilangshu Sekhar Das
Principal

Sukanta Mahavidyalaya, Dhupguri

Principal
Sukanta Mahavidyalaya
Dhupguri, Dt. Jalpaiguri

Fr. (Dr.) George Thadathil

NAME:

Fr. (Dr.) George Thadathil
Principal

Salesian College, Sonada and Siliguri

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Witnesses

Amit Ghosh Roy

Name: AMIT GHOSH ROY

Designation: Asst. Professor

Sukanta Mahavidyalaya

Dhiresdatta Saha

Name: Dhiresdatta Saha

Designation: Asst. Professor

Salesian College