



MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

Kanchrapara College, a West Bengal Government Aided Undergraduate Degree College with its office at Kanchrapara, Dist. North 24 Parganas, WB, India, Pin-743145, established in 1972, hereinafter referred to as **KANCHRAPARA COLLEGE** and represented by its Principal, referred to as **FIRST PARTY**.

AND

DM Digital Academy (Licensee of Aptech Limited)(Registrar by Ministry of Corporate Affairs (Govt. of India)), Licence No. L72900MH2000LC123841, Pratichi (Ground Floor) Laxmi Narayan Colony, Colony More, Barasat, Kolkata – 700126.

This MEMORANDUM OF UNDERSTANDING (MOU) is made on this 18th , December, 2020, BETWEEN **Kanchrapara College**, a West Bengal Government Aided Undergraduate Degree College with its office at Kanchrapara, Dist. North 24 Parganas, WB, India, Pin-743145, established in 1972, hereinafter referred to as **KANCHRAPARA COLLEGE** and represented by its Principal, referred to as **FIRST PARTY**.

AND

DM Digital Academy (Licensee of Aptech Limited) (Registrar by Ministry of Corporate Affairs (Govt. of India)) this document established the guiding terms and principles of collaboration between the two organizations:

I. Legal Frameworks of both the organizations

Kanchrapara College, a West Bengal Government Aided Undergraduate Degree College with its office at Kanchrapara, Dist. North 24 Parganas, W.B., India, Pin-743145, established in 1972, hereinafter referred to as **KANCHRAPARA COLLEGE** and represented by its Principal, referred to as **FIRST PARTY**. UGC approved, college affiliated to the University of Kalyani and Government of West Bengal aided college, having its campus at West Bengal, represented by its Principal Dr. Pranab Kumar Bera, herein after referred to as the **FIRST 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 ONE PART**.

*Dr. A. Bera
Principal
Kanchrapara College
Kanchrapara, 24 Pgs (N)*

Dr. Pranab Kumar Bera

AND

DM Digital Academy (Licensee of Aptech Limited) (Registrar by Ministry of Corporate Affairs (Govt. of India)). (Hereinafter called "DMEIT Academy" or "Second Party" which expression shall where the context so admits include its successors and permitted assignees). Whereas DM Digital Academy aim to support this process of learning by the way of providing expertise and resources to train the students of different courses of Computer and Spoken English **OF THE OTHER PART.**

Both the institution hereinafter referred to as Parties.

II. Purpose of the agreement

Both the parties are pleased to enter upon an agreement to establish ties of IT education in order to contribute to the achievement of their overall goals as institution through following but not limited to:

First Party:

1. The College will make arrangements for enrolment of students in which up to 100 students of the college will be offered the opportunity to enrol themselves in the said course in a particular batch every time.
2. The College takes the responsibility of providing the time slot and venue & computers for conducting the classes.

Second Party:

1. DM Digital Academy will design curriculum of Courses and conduct examination.
2. DM Digital Academy will provide the education delivery to the enrolled students.
3. DM Digital Academy will also design certificate mentioning the name and duration of courses and provide certificate to the successful candidates after completion of the said course.

Name of the Course:

- 1) Workshop on Webpage creation using HTML, CSS & JavaScript with MYSQL.
- 2) Workshop on Data Analysis using Advance Excel & Power Programming with VBA.
- 3) Workshop on Python with SQL Server.

P. K. Beera
Principal
Kanchrapara College (N)
Kanchrapara, 24 Pgs (N)

Debita Kumar Das



Marks Distribution in the Examination:

Total marks -100

Theory - 40

Practical - 40

Project - 20

Note: The students in order to pass the Examination must secure a minimum of 40% marks in practical and 30% in each of the Project & Theory.

III. **VALIDITY:** The MOU shall be valid, initially for a period of three (03) years.

IV. **SETTELMENT OF DISPUTES:** The parties will use their best efforts from the respective end to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect interpretation of the Agreement or breach thereof which Parties are unable to settle mutually within 30 days from the commencement of settlement proceedings, either party may take necessary action to terminate the agreement with prior intimation of three (3) months. However, this will not affect the students already admitted in the course.

V. **SPECIAL PROVISIONS:**

1. Each party will take approval from the other party in writing prior to using the latter's name and logo for the activities hereunder on a case-by-case basis.
2. All parties hereto shall do their utmost to ensure the smooth and efficient implementation of the programs.
3. The parties will consult with each other for any subsequent associated agreement informally and attempt to resolve disputes or misunderstandings that may arise in the administration of this MOU or any subsequent associated agreement informally.
4. Neither party can misuse this MOU by involving the name of the other without the written consent from the other party.

P. K. Bera
Principal
Kanchrapara, College
Kanchrapara, 24 Pgs (N)



Shobhan Kumar

VI. Term and Expiration of the Agreement:

It is understood that this agreement will come into effect after being signed by both Parties and will be established for a period of five years. After these five years it will be automatically extended for same period, unless one of the Parties expresses an intention (by written notification) to cancel the agreement at least 90 days before the expiry date. The amendment, termination and expiration of this MOU will not affect the terms of activities ongoing at the time of notification of amendment, termination or expiration, unless otherwise agreed upon between the parties.

Any additions, changes, or deletions to this document must be approved by the representatives of both Parties. All notice shall be in writing and shall be directed to these representatives.

VII. NON-EXCLUSIVITY:

This Agreement is a non-exclusive agreement, and both parties remain free to enter into similar agreements with third parties.

This memorandum which is in 4 pages is signed on 18th, December, 2020 and exchanged in at Kanchrapara College (Government Aided) on 18th December, 2020.

P. K. Bera
18/12/2020

Principal
Kanchrapara College
Kanchrapara, 24 Pgs (N)
Kanchrapara College

Debashis Kumar Das

For
DM Digital Academy
(Licensee of Aptech Limited)



WITNESSES

Bera. 18/12/2020

For
Kanchrapara College

Sudhansu Chatterjee

For
DM Digital Academy
(Licensee of Aptech Limited)





MEMORANDUM OF UNDERSTANDING

ON EXCHANGE
OF
STUDENTS, STAFF, FACULTIES & FACILITIES

BETWEEN

DUMKAL COLLEGE

Basantapur, Dumkal, Dist - Murshidabad, West Bengal, India, Pin-742406
(Affiliated to University of Kalyani)

&

KANCHRAPARA COLLEGE

Kanchrapara, Dist-North 24 Parganas, West Bengal, India, Pin- 743145
(Affiliated to University of Kalyani)

The Memorandum of Understanding (MoU) has come into effect from today i.e, 09.01.2020 (date of effect) to establish an agreement between **DUMKAL COLLEGE**, a West Bengal Government Aided Undergraduate Degree College with its office at Basantapur, Dumkal, Dist - Murshidabad, West Bengal, India, Pin-742406, established in 1999 affiliated to University of Kalyani, hereinafter referred to as **DUMKAL COLLEGE** and represented by its Teacher-In-Charge, referred to as **FIRST PARTY**, for the purpose of exchange of students, staff and faculties.

AND

Kanchrapara College, a West Bengal Government Aided Undergraduate Degree College with its office at Kanchrapara, Dist. North 24 Parganas, WB, India, Pin-743145, established in 1972, hereinafter referred to as **KANCHRAPARA COLLEGE** and represented by its Principal, referred to as **SECOND PARTY**.

The aforesaid institutions are hereinafter referred to individually/ collectively as college/colleges.

PREAMBLE

Whereas, **DUMKAL COLLEGE** and **KANCHRAPARA COLLEGE** have many areas of common interest in the Faculty of Arts, so considerable advantage may be gained from their pursuit for academic excellence on a collaborative basis in the fields of academics, pedagogy and research. Now therefore, **DUMKAL COLLEGE** and **KANCHRAPARA COLLEGE** have decided to enter into this Memorandum of Understanding (hereinafter referred to as MoU), which defines the framework for the cooperation of the two institutions in the following sections.

Debasita
Sandy of
P.K. Bora

ARTICLE 2: COORDINATION

Each college shall appoint one member of its teaching faculty to coordinate & fast track the programme on behalf of the Head of the Institution of each college. Further, a Coordination Committee consisting of two Heads of the Institution and the two Coordinators will periodically (once a year) reviews and identify ways to strengthen cooperation between two colleges.

ARTICLE 3: CONFIDENTIAL INFORMATION

The two colleges will retain and respect individual confidentiality, including those pertaining to the collaborative activities of both the colleges.

ARTICLE 4: INTELLECTUAL PROPERTY RIGHTS

Ownership of any intellectual property (including confidential information, know-how, patents, copyrights, design rights, rights relating to computer software and any other industrial or intellectual property rights) developed jointly during the course of this MoU shall be vested on both the colleges in this MoU. Both the colleges shall have right to determine the commercial implications, disposition and exploitation of such intellectual property and shall make joint applications for the registration of the same. Any publication regarding such intellectual property shall only be possible with prior written consent of both the colleges.

ARTICLES 5: VALIDITY

Initially, the MoU shall remain in force for a period of **five (05)** years commencing from the date of effect, the Institutions may extend the term by written agreement signed by both the authorities after review.

ARTICLE 6: TERMINATION

Termination of this MOU is subject to prior notification of 1(one) month from any of these Institutions.

ARTICLE 7: LEGAL EFFECT

Nothing in this MoU shall be construed as creating any legal relationship between the two colleges. This Memorandum is a statement of intent to foster genuine and mutually beneficial collaboration.

Debarshi
Bandyopadhyay
P. K. Bera

ARTICLE 8: DISPUTE RESOLUTION

In case of a dispute relating to any aspect of academic cooperation, Head of the Institutions of both the colleges will jointly resolve the dispute in a spirit of independence, mutual respect and shared responsibility. **DUMKAL COLLEGE** and **KANCHRAPARA COLLEGE** welcome the signing of this Memorandum of cooperation and jointly agree to the provisions set out as above.

Debasis Bandyopadhyay

Signed for **DUMKAL COLLEGE** 9.1.20
Dr. Debasis Bandyopadhyay

Teacher-in-Charge
Dumkal College
Dumkal, Murshidabad
Basantapur, Murshidabad

P. K. Bera 09/01/2020

Signed for **KANCHRAPARA COLLEGE**
Dr. Pranab Kr. Bera

Principal
Kanchrapara College
Kanchrapara, Murshidabad Parganas

Witness: 1 Sandip Kumar Roy
9.1.2020

Witness: 2 Jayanta Kar
9.1.2020

Witness: 1 Pradip Kr. Biswas
9.1.20

Witness: 2 Bimatendu Ahoosh
09/01/2020