

Phone : 2627-2490 (College Off.) Principal : 9903389092 Whatsapp : 8697383305 Fax : 91-33-2627-3241

E-mail: klb.college@gmail.com Website: www.drklbcollege.ac.in

# DR. KANAILAL BHATTACHARYYA COLLEGE

(Affiliated to the University of Calcutta)
Re-Accredited with 'B' Grade by NAAC
15, KONA ROAD, RAMRAJATALA,
P.O. SANTRAGACHI, HOWRAH - 711104

Ref. No	Date :

#### VISION

- A dynamic and inclusive student centric Learning Management System ensuring the facility to progress by self-cultivation by each student without any discrimination or by coercion weaving preparatory labyrinth for incorporation of 'Curriculum and Credit Framework for Undergraduate Programmes (CCFUP)'.
- Proactive Faculty involvement for generating potentiality among the learners to self-reliance for procuring demarcated knowledge quantum with functional coupling of IT Foundation Skills to get equipped to be adapted to the capacity to proceed with Practical, professional and procedural knowledge either upwards or to a substitutive occupational opportunity.
- Encouraging Learners to participate to community engagement and service for their required exposure to the socio-economic issues delineating the operational fulcrum of the community life so that atheoretical learning can be be supplemented by actual life experiences to generate solutions to Real-life problems.
- Equipping Students with delivered knowledge to get apprised of the factors behind environmental degradation along with applied aptitude for mitigating the effects of environmental degradation with particular emphasis on pollution and climate change.
- 5. Emancipation of Indian Culture is the generic foundation for an ideal Indian Citizen and its student-centric functional adaptation has been envisioned by organizing cultural programmes encouraging students to demonstrate performing arts on different tenets of Indian Culture as also to be innovative as an artisan on Indian handicrafts through craft fairs in the colleges as also students by themselves articulate arts objective during Teachers Day.
- Commitment to community is being operationalized by hosting Study Centres for Distance Learning for providing outreach to the potential learners remaining deprived from regular education system.
- 7. Cherished objective that a graduate from Dr. Kanailal Bhattacharyya College has the potentiality to get acquainted to new knowledge paradigm in the functional context of transformative economic, social and cultural objective as also for adapting to changing trades and demand of professional dimension by inculcating a healthy attitude to be a lifelong learner.

(DR. MANTU BISWAS)
Coordinator,
10AC.

Dr. Kanailal Shattacharyya College Santragachi, Howran-4 Principal

Principal

Principal

Dr. Kansilal Bhattacharyya College
Ramrajatala, Howrat-4



Phone : 2627-2490 (College Off.) Principal : 9903389092 Whatsapp : 8697383305 Fax : 91-33-2627-3241 E-mail : klb college@gmail.com

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#### MISSION

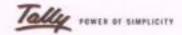
- Ensuring holistic and multidisciplinary Learning Management System to cultivate and integrate key capacities of human beings can have procedural blending with capacity to progress with complex problem solving, critical & creative thinking excelling in rigorous specialization in demarcated applied field.
- Schematic Functional Shift from teacher-centric to learner-centric cognitive management system driven by proactive and participatory pedagogies ensuring each curricular component lends itself to an adequately structured and sequenced acquisition of knowledge and skills.
- Synchronization of Lecture credits & Practicum credits being the determinant contouring the appreciation of the applied link between theory and practice constituting an imperative aspect in the Teaching Learning Process.
- 4. Assessing the consolidation of Learners ability for its progressive enhancement is the mission imperative and compliance been carried with Institutional Continuous Internal Assessment with a scope for each learner for self-assessment in the perspective of received evaluation by faculties thus an appraisal for Progress towards achievement of learning outcomes
- Functionalization of Participatory management at different hierarchical level stemming from student faculty interface to highest decision making body is the Mission apparatus for procuring a holistic approach for progress and development ensuring precise allocation of resources endeavouring to render justice to duly prioritised needs.
- Progressive Fiscal Conservatism is the principled portfolio management to ascertain fund availability facilitating logistics with identified essentialities but not depriving ancillary provisions. Mission objective here is to substitute wastage by appropriate utilization.

(DR. MANTU BISWAS)

Dr. Kanailal Bhatlacharyya College Santragachi, Howrah-4 Principal

Principal

Dr. Kansilal Bhattacharyya College
Ramrajatala, Howrab-4





#### Auth. Training And Assessment Partner Career Solutions 5/42/3 Dum Dum Road, Kolkata - 700030

Mob: 8013782614, 8902309903

Date: 17/01/2019

Reference no: CS/8

To.

The Principal. Dr. Kanailal Bhattacharya College, P.S. Dharmatala, Ramrajatala, P.O, Santragachi, Jagacha, Howrah, West Bengal 711104

Dear Sir.

#### Sub: Proposal for Tie-up for providing Tally Training.

We Career Solutions, Kolkata, authorized by Tally Education Pvt. Ltd. Banglore for providing Tally Software trainings and certification. Tally Education is the only authorized entity to issue certificate on Tally.ERP 9

#### Tally - The Company

Tally started operations in the year 1986. A pioneering company, Tally was the first to introduce codeless software, a natural language interface greatly enhancing the user experience. Its services continue to transform the ownership experience. Today, Tally remains the preferred 'Accounting-to-ERP' business management solution having 90% market share. There are 20 lakh users in 94 countries, creating a huge demand for Tally trained professionals.

#### Tally Education Initiatives

Tally is committed to working with educators, educational organizations and industry partners to expand the world of learning through technology. Our Education programs are designed to facilitate learning in a seamless manner which is relevant and demand driven. Because of the industry demand most of the academic institutions have partnered with us to enable the student and make him job ready.

Sawar Hould, Sampa Ray Bagchi Sawir Kumar Namu 21/1/13.

eet Narrayan Pal

Dr. Kanailal Bhattacharyya College Santragachi, Howrah- 4





#### Auth. Training And Assessment Partner Career Solutions

5/42/3 Dum Dum Road, Kolkata - 700030 Mob: 8013782614, 8902309903

#### Presence:

Some of the Universities who have incorporated Tally as part of official curriculum

- Delhi University
- Bangalore University
- Rajiv Gandhi University
- Swami Ramanand Teerth Marathawada University
- Himachal Pradesh University
- Osmania University
- Directorate of Technical Education, Karnataka
- Tamil Nadu Open University (TNOU)
- Sori Singhatayan college.
- o South city college.

  o Naba ballyguego Matavidyalaya

With regards

Deeb wurwyan Pd

For Career Solutions

**Authorised Signatory** 

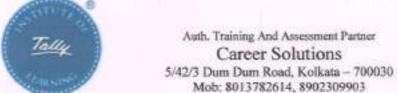
Encl.: 1. Proposed Syllabus.

> 2. Commercials.

Terms and conditions. 3.

Certificate Sample Copy.

Dr. Kanailal Bhattacharyya College Santragachi, Howrah- 4





TALLY ACE

Sl.No	Topics	Hours
1	Maintaining Chart of Accounts in Tally ERP9	3
2	Maintaining Stock Keeping units (SKU)	6
3	Recording Day to day transactions	14
4	Accounts Receivable and Accounts Payable	12
5	MIS Reports	2
6	Getting Started with GST with e filing GSTR 3B, GSTR 1	14
7	Multi-Currency	2
8	Multi Lingual	1
9	Security Control	2
10	Recording Voucher with TDS (Tax Deducted at Source)	4
Total Hours	60	

#### Commercials:

Certification	Recommended Duration	Courseware & Certificate Price (INR)	College Share (INR)	Total Fees (INR)
Tally ACE	60 Hrs	3000/- (Training, Certification with Physical Book)	500/-	3500/-

Fees will be payable in two installment  $1^{st}$  at the time of admission Rs. 2000/= and  $2^{nd}$  at next month Rs. 1500/=

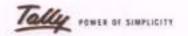
- (Typical group size minimum of 30 students in a batch).
- Certification will be provided to every successful candidate, Dr. Kanailal Bhattacharya College name will be printed on the certificate as an organizer.

Deep Narrayan Pal

W.R.: BMC200000

Principal 2101 Dr. Kanailal Bhattacharyya College Santragachi, Howrah- 4





# Auth. Training And Assessment Partner Career Solutions 5/42/3 Dum Dum Road, Kolkata – 700030 Mob: 8013782614, 8902309903

#### **Terms and Conditions:**

- 1. A confirm order should be placed in favor of Career Solutions
- 2. Training will be conducted on Latest version of Tally.ERP 9.
- We will commence all the admission procedure.
- 4. The student and machine ratio will be 2:1.
- The software and other necessary instrument except computer will be provided by Career Solutions.
- Placement campus will be conducted from time to time basis.
- 7. Class time will be Saturdays and Sundays from 2 PM to 4 PM.
- For Arts and Science background students an introductory manual accounts
   Class will be provided for additional 12 hours, which will be free of cost.
- Mock Test and Examination will be conducted after completion of a batch on college campus.
- Advertisement will be conducted only inside the college campus and the cost will be bear by Career Solutions.
- Minimum 10 15 days required to start the said training program after getting confirmation of order.
- 12. Payment should be in advance.
- 13. Attendance should be regular.

Timings - Convenient timings with round the clock working hours.

Deep Norrayon Pal



Dr. Kanailal Bhattacharyya College Santragachi, Howrah- 4 From.

Govt. Regd. No: 5/2L/50930

Mobile no: 8481963466,

The Secretory

# Santragachi 'Art of Life'

G-38, Mohesh Pal Lane, P.O-Santragachi, Dist-Howrah, Pin-711104

TO

The

Perincipal Bhatly mehnors college Dr. Kanilal Bhatly mehnors We have the pleasure to inform you that we are desirous to start Martial Arts training in your esteemed institute, with a view to create awareness about this ancient Indian Art create an extra enthusiasm in physique and enhance the power of concentration. In the present day would karate do has been introduced in Olympic Sports.

Do is essential to keep fit in general and it supplies the power to the children in able them to face all odds especially what is happening in our State.

# fit to the Students:

cognized Certificate will be awarded by Indian Sports Shotokan Karate Association d KAI (Recog. By Govt. of India and Indian Olympic Association)

pportunities to take part in National, International Championship, State Games and

arate has already become and official game in Asian Games and is also included in ational and International Training camp. lympic, so our student will be allowed to represent our motherland India which means

self Employment, Gaining Self Confidence, Self Control and Concentration.

We are proud of having our branches all over city and reputed School, Club and specially college. So we would highly appreciate an opportunity to convince you that is training would be a sound investment for your esteemed institute. Moreover, the financial aspect associated with such training course would benefit both of us.

27.02.19.

Moushum Me Ju

List of our work: Self Defence, Psychotherapy, Examination Mantra, Mind your Mind, Mudra Healing, Psychological Counselling, and Grooming.

Authenticated (Dr. Kaustubl Principal

Ba: KanaHat Shortook at year Codlege

# NOTARIAL CERTIFICATE

5. No. 61 2019



TO ALL MEN THESE PRESENTS SHALL COME, I B. N. SAHA duly appointed and authorised by the Gout of West Bengal to practice as a Notary, do bereby certify that the paper writings collectively marked 'A' annexced bereto thereinafter called the paper writings 'A' are presented before me by the excecutants).

Dr. Kamaibal Bhotbacharyya college of 15 Kama Road, Romrajotalo, P.o. Vantragachi, Howah-4

In the matter of AGRE EMENT

as the executantis) on this 20th Day of June Two thousand Nine teem

Under the execution of the paper writings 'A' on its being admitted by the respective signatories as the matters contained therein and being satisfied as to the identify of the executantis) I have attested the execution.

AN ACT WHEREOF being required of Notary, I have granted. THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as needs or occasions shall or may required for the same.

IN FAITH AND TESTIMONY WHEREOF, I the said Notary, have beresunto set and subscribed my name and affixed my seal of office on this 2019



menngar, Kolket Wood Become!

B-120/6/2019 B. N. SAHA M.A., LLB. (Govt, of West Bengal)

Regn. No. 23/02 BIKASH BHABAN North Block, Gr. Floor Bidhannagar Kolkata - 700 091 (W.B.) India Mob.: 9830490607



পশ্চিমবঙ্গ पश्चिम बेगाल WEST BENGAL



W 427978

-: Agreement:-

between <u>Dr. Kanailal Bhatlacharyya College</u> having its registered office at <u>I5 kanailal Bhatlacharyya College</u> having its registered office at <u>I5 kanailal Ramhajafala Ro-Jeanfragachi</u>, Hawrah-4 West Bengal hereinafter called "College" and Webel Technology Ltd. having its registered office at Webel Bhavan, Block-EP &GP, Sector – V, Salt Lake City, and Kolkata – 700091 hereinafter called "WTL". Whereas "WTL" has approached the "College" for conducting Certificate course in Computer Application and Programming (CCAP) inside the "College" premises and the "College" has agreed to hire the services of "WTL" for the said programme; whereas both "WTL" and "College" have agreed to decide the terms and conditions of the said agreement in writing to avoid any dispute. Now this agreement witnessed and the parties here to have agreed as follows: we hereby agree to abide by the terms as laid down hereunder.

Thanking you

(PARAMITA RO)

Project Co-ordinator 70000

NOTARY

North Block, Gr. Pleas. Well-manager, Roberts West Recogni



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2 0 LUN 2019



# 1.Student Coverage

Certificate course in Computer Application and Programming (CCAP) shall encompass the students from Year 1\* of the "College". The paid student strength undergoing Computer classes will be \_\_\_\_\_\_ (Approx.). Maximum of 10% of the students will get full concession in the fees of the course.

#### 2.Routine

Principal or any other person authorized by the Principal consultation with WTL will frame routine for computer classes.

# 3.Electricity

The "College" shall provide electric connections from the mains in the computer room for operations and functioning of the computers and other accessories.

## 4.Computers

WTL will provide the maintenance of the all existing computers, in the laboratory of the College which are being used by the students for this project.

#### 5.Instructors

"WTL" will provide	required in	structor for conducting	the Certific	ate course in Computer
Application and Pr	rogramming	(CCAP). For these _	400	_ paid registrations,
WTL will provide _		faculty members		
equivalent/M.SC./	B.Tech/M.T	ech with Computer So	c./IT & M.cor	m/B.com with F.A. etc.)



A3600

Principal

Qr. Kanailal Bhattacharyya College
Santragachi, Howrah-4

## 6.Syllabus



The syllabus of the College Certificate course in Computer Application and Programming (CCAP), as prescribed by WTL in consultation with the college will be followed.

# 7.Study materials & tationery

"WTL" through its Authorized Learning Service Provider, Tathya Education Pvt. Ltd. will provide the courseware at a subsidy rate

### 8.Fees

College shall collect	@ Rs. 10	00/-	(Rupees	one thousand
College Strain College	- 1000	only) p	er student per n	nonth from which College
will pay to WTL Rs.	800/-	= = \$3 19000	per stud	lent per <del>month year</del>

## 9.Examination

Periodic/regular examinations shall be conducted as per the College's guidelines by WTL. Dates of computer examinations shall generally be commensurate with the normal dates of Annual examination of the College.

#### 10.Certification

Successful students passing the term and examination with minimum 50% marks will be awarded industry certification by **Webel Technology Ltd** jointly in collaboration with the college authority.

# 11.Period of Contract

Principal Dr. Kanailal Shattacharyya College Santragachi, Howrah-4



B. N. BAHA
NOTARY
Blank Bhook, Ot. Person
Blook, Ot. Person
Blook, Xtolkata



This agreement for conducting the Certificate course in Computer Application and Programming (CCAP) shall be valid for a period of Three Years from the date of signing and may be renewed thereafter on mutual terms.

#### 12.Commencement of Contract

#### 13.Co-ordination

Mr. DR. KAUSTUBH LAHIRI , Principal of the "College" shall work as Co-ordinator for integrating the activities between the "College" and "WTL" on behalf of "College".

In witness whereof, the parties have set and subscribed their respective hands and seals the day, month and year first above written, in the presence of :-

Signed by the hand of Principal,

On behalf of the "College".

Signed by the hand of Project Co-ordinator on on behalf of Webel Technology

Principal

Dr. Kanailai Bhattacharyya College
Santragachi, Howrah-4

1.. Witness

2. Witness

(DR. MANTU BISWAS)
Coordinator

Dr. Kanallal Bhattacharyya Gollege Santragachi, Howrah-4

B. N. SAHA
NCTARY
Bilitagh Streets
forth Block, Gr. Please
stelluranger, Kodesian
Meet Bussel

me on Identif Autor.

B N. SAHA
NOTARY

We hereby confirm having agreed to handle our entire Computer
Awareness Programming through your Computers to be installed at the
College premises

Thanking you

Project Co-ordinator 700091

B. N. SAHA NCTARY Bitsets Blanca Room Blook, Or. Plant

2 0 JUN 2019 -

# WEBEL TECHNOLOGY LIMITED

(A Govt. of West Bengal Undertaking) AN ISO 9001: 2015, ISO/IEC 27001: 2013 & CMMI Level-5 Certified Company

Plot - 5, Block- BP, Sector - V, Salt Lake City, Kolkata - 700 091 Tel.: 2367-3403-06

Fax: 91-33-2367-9418

CIN - U72200WB2001SGC092897

Visit us at : www.webeltechnology.com

Dated: 01 August, 2019

To The Principal Dr. Kanailal Bhattacharyya College Ramraja tala, Howrah.

Sub: Intimation Letter on Engagement of Faculty as per Agreement dated 01 08 2019

Sir,

We would like to inform you that we are sending Ipsita Chattopadhyay residing at Vill & P.O. Antisara, P.S. Singur, District: Hoogly, pin 712223, as a faculty engaged through our Learning. Service Provider, will be responsible for College Computer Application program at Dr. Kanailal Bhattacharyya College on and from .01.08.2019

We shall feel highly obliged if you extend all possible cooperation to her.

Thanking you in anticipation, For Webel Technology Ltd

Project In Charge

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Date 11 11 /2019

The Principal

Dr. Kanailai Bhattacharya College

P.S, Dharmatala, Ramrajatala, P.O, Santragachi,

Jagacha, Howrah, West Bengal 711104.

Respected Sir.

#### Sub: Academic collaboration for running Course (Interior Decoration),

Warm greetings to you, sir.

This has reference to the above

EXIN (Exterior Interior Ltd., formerly known as Exterior-Interiors) came into existence in the year 1986 as a joint venture with the renowned multi-national paint company, Jenson & Nicholson Ltd. with the underlying need for professional education courses in interior and exterior designing.

EXIN has today evolved into a globally renowned institution of higher learning of multi-skill with a focus on globalization, entrepreneurship and employability.

EXIN offers its students a diverse platter of industry oriented courses to choose from UGC recognized University Master Degree, Bachelor Degree like BSc, MSc, and also Autonomous Master Diploma, Diploma & Certificate in Partnership with NSDC, Govt. of India.

We solicit your valuable cooperation & consideration by giving us permission in order to mutually beneficial long term relationship for building the career & future of the students of your esteemed institution.

#### Academic Accreditations as on date

- 1. Approved as Skill knowledge Provider (SKP) under AICTE.
- Accredited as Skill Training Partner Institution of National Skill Development Corporation (NSDC)
- 3. Accredited by NCVT, DGET and Union Ministry of Labor & Employment.
- 4. Skill Trainer of Directors is General Resettlement, Ministry of Defense.
- Accredited as EDP Training Centre of Khadi & Village Industries Commission, Union Ministry of Micro Small & Medium Enterprises.



#### Corporate & Asia Pacific Head Office

S2, S.P. Mukherjee (Idea), "Athlishek Point Building" 5th 8,6th Floor, Kolkata 700026 Phone: 98361 S366 / 98300 15421 / 033 - 40605056 Telefax: 033 - 2465592 E exintenguly a ymail com W: www.extendonnteriors.com

- Accredited for skill training on Fashion Designing for persons with special needs by National Institute for Empowerment of Persons with Multiple Disabilities (NIEPMD) UNDER Union Ministry of Social Justice & Empowerment.
- 7. Approval for Vocational Training under SJSRY (SUDA)
- Accredited for Interior Design and Fashion Design Courses by Society for Employment of Unemployed Youth, an autonomous hordy under the Dept. of self-help Group. Govt. Of West Bengal, and many more.

With reference to the discussion had with you and esteemed responsible board members on 08/11/2019 you have been offered Exin, we have offered to conduct course (Interior Decoration) of your existing students i.e. 1st year - Certificate Course, 2st year - Diploma Course and 3st year - Advance Diploma Course respectively at the cost of INR.1500.00 (Rupees one thousand and five hundred only) per class (2 hours) ,considering the total number of classes which shall be ended by 20st July,2020 or maybe extended depending on the syllabus mutually or situation demands till the satisfaction of the management or the pursuing students.

Upon receiving the confirmation about the aforementioned rate of INR 1500.00 per class ( 2 hours) via small, we shall execute Memorandum of Agreement with your esteemed Institution and obliged us highly.

Dur best wishes to you with profound regards.

Yours truly.

Rahe Bandyopadhyay Chief Executive Officer

EXIN ACADEMY OF SKILL & EDP

( An Initiative of Exterior Interior Limited)







পশ্চিম্বঙ্গ पश्चिम बंगाल WEST BENGAL -: AGREEMENT:-

Z 292555

Thanking you



618 0801/2020 WEBEL TECHNOLOGY LTD Sector - Y Selt Lake city kel-91 .54 ( littly dely) শৈশ তেতার ঃ শ্রী অভিজিৎ ভাট ে. ১৯৭৪ এ. জি. সাধ - জবিদী অভিস, জনাই, তুগালী

#### Certification

Successful students passing the term and examination with minimum 50% marks will be awarded industry certification by Webel Technology Ltd jointly in collaboration with the college authority.

#### Period of Contract

This agreement for conducting the Certificate course in AUTOCAD, MAX, V-Ray shall be valid for a period of Seven month from the date of signing.

Commencement of Contract

This Contract will come into effect from 3<sup>rd</sup> November 2019 and ending on 31<sup>st</sup> March 2020.

#### Co-ordination

Mr. DR. KAUSTUBH LAHIRI	, Principal of the
"College" shall work as Co-ordinator for integrating t	the activities between the
"College" and "WTL"on behalf of "College".	
In witness whereof, the parties have set and subsc	cribed their respective hands and
seals the day, month and year first above written, in	the presence of :-

Signed by the hand of Principal,

On behalf of the "College".

Signed by the hand of Project Co-ordinator on on behalf of Webel Technology

2. Witness

Sauren Hondal

3. 11- 2019

Toint Co-ordinator

3. Witness

Signed by the hand of Project Co-ordinator on behalf of Webel Technology Ltd

(PARAMITA ROY)

We hereby confirm having agreed to handle our entire Computer Awareness Programming through your Computers to be installed at the College premises

Thanking you

(PARAMITA ROY)

Project Co-ordinator

## Student Coverage

Certificate course in AUTOCAD, MAX, V-Ray shall encompass the students from Year 1°, 2<sup>nd</sup> & 3<sup>rd</sup> of the "College". The paid student strength undergoing Computer classes will be 15 (Minimum.).

#### **Time Duration**

- For 1<sup>st</sup> year students: Total time duration will be 30 Hrs.
- For 2<sup>ND</sup> year and 3<sup>rd</sup> year students: Total time duration will be 70 Hrs.

#### Routine

Principal or any other person authorized by the Principal consultation with WTL will frame routine for computer classes.

#### Electricity

The "College" shall provide electric connections from the mains in the computer room for operations and functioning of the computers and other accessories...

#### Computers

WTL will provide the maintenance of the all existing computers, in the laboratory of the College which are being used by the students for this project.

#### Instructors

"WTL" will provide required instructor for conducting the Certificate course in AUTOCAD, MAX, V-Ray.

#### Fees

WTL shall collect @ Rs. 3000/- (Rupees Three Thousand only) per student(2<sup>nd</sup> & 3<sup>nd</sup> Year) and @ Rs. 1000/- (Rupees One Thousand only) per student(1st Year) for the entire course

#### Examination

Periodic/regular examinations shall be conducted as per the College's guidelines by WTL. Dates of computer examinations shall generally be commensurate with the normal dates of Annual examination of the College.



# WEBEL TECHNOLOGY LIMITED

(A Govt. of West Bengal Undertaking)

AN ISO 9001: 2015, ISO/IEC 27001: 2013 & CMMI Level-5 Certified Company

Plot - 5, Block- BP, Sector - V, Salt Lake City, Kolkata - 700 091 Tel.: 2367-3403-06 CIN - U72200WB2001SGC092897

Fax: 91-33-2367-9418

Visit us at : www.webeltechnology.com

Date: 16/01/2020

To

The Headmaster

Dr. Kanailal Bhattacharya College

P.S. Dharmatala, Ramrajatala, P.O. Santragachi,

Howrah, Pin: 711104.

Sub: Intimation Letter on Engagement of Faculty as per Agreement.

Respected Sir,

We would like to inform you that we are sending Mr. Suman Sarkar, Block No. 11/D/6, Unit no. 1, North Colony, BNR, Garden Reach, Kolkata 700 043 as a faculty engaged through our Learning Service Provider, will be responsible for conducting certificate course in Autocard, Max, V-Ray inside the college premises at Dr. Kanailal Bhattacharya College.

We shall feel highly obliged if you extend all possible cooperation to him.

Thanking you in anticipation, For Webel Technology Ltd

Paramita Roy

Project In charge



शिक्यकर्गः पश्चिम बंगाल WEST BENGAL

25AA 485435

Agreement

Between

Dr.Kanailal Bhattacharyya College

And

M/s. InditechSoftware Wizard Private Limited

Training Associate

This agreement is entered into on this .38th .....day of 28th Dec 2019 in the presence of bath pantite.... with effect from 28/12/2019.... between Dr.Kanailal Bhattacharyya College, a UGC recognized having its place at 15, Kona Rd., Ramrajatala, Santragachi, Howrah-711104 (hereinafter referred to as Dr.Kanailal Bhattacharyya College as First Party), which expression shall mean and include its successors, assigns and legal representative on one part:

AND

M/s. Inditech Software Wizard Private Limited having a public, private partnership with NSIC is the Training Centre for College, Addressed at Webel IT park,
 Ankurhati, PO.-Makardah, PS.- Domjur, Dist.- Howrah, West Bengal, Pin.- 711409, represented by Director Sri Kaustov Seth (hereinafter referred to as Training Associate as 2nd Party), which expression shall mean and include its heirs, successors, assignees and legal representative on the other part.

Whereas Dr. Kanailal Bhattacharyya College desired to use the Infrastructure and Faculty for execution of Training & Education for Bachelor of Vocation (B.Voc.) programme in colleges under UGC norms.

Hereby the two parties enter into the agreement

Whereas M/s. Inditech Software Wizard Private Limited shall operate as an Training Associate of Dr. Kanailal Bhattacharyya College.

Karry Ley SOFTWARE WIZARD PVT. LTD.

9

Kaushull Inc.
Principal
Dr. Kanailal Bhattachanya College
Santragachi, Howran- 4

## The primary objectives of the 2nd party would be to:

- 1. Skill Development Components:
  - 1.1. Conduct Training & Education Bachelor of Vocation (B.Voc.) programme in Beauty & Aesthetics as per UGC guidelines.
  - 1.2. The focus of skill development components shall be to equip students with appropriate knowledge, practice and attitude, so as to become work ready. The skill development components should be relevant to the industries as per their requirements.
  - 1.3. The curriculum should follow total UGC B VOC syllabus as per guidelines.
  - 1.4. The Curriculum should also focus on work-readiness skills in each of the three years.
  - 1.5. Adequate attention needs to be given in curriculum design to practical work, on the job training, development of student portfolios and project work.
  - 1.6. The certification will be given by 1st Party.
  - 1.7. To carry out any other similar activities with mutual agreement.
  - 1.8. All skill component part of studies will be borne by 2<sup>nd</sup> Party, Inditech Software Wizard Pvt. Ltd.(60%) and rest(40%) by the 1<sup>st</sup> Party, Dr. Kanailal Bhattacharyya College.
- 2. General Education Component:
  - 2.1 The general education component should adhere to the normal universities standards. It should emphasise and offer courses which provide holistic development.
  - 2.2 Adequate emphasis should be given to language and communication skills.

#### 3. Cost of Hiring:

The cost of hiring the infrastructural facility with faculty arrangement for the training conducted in that centre will be paid to the Training Associate (TA) as below:

B. VOC Training Cost	
Rate Chart for First Semester(6 months) for 1 Bar	tch (15 students)
Course Name: Beauty & Aesthetics Durati	ion 500 hrs
Particulars	Rate (Rs.)
Beautician Faculty	36,000.00
Lab Assistant(Beautician)	8,500.00
PD & Grooming Faculty	13,000.00
IT & ITeS Faculty	10,000.00
Cosmetics	35,000.00
Infrastructure(Room rent, drinking water supply, electricity, beautician equipmenmts, etc.)Non-AC	199,900.00
Total Costing for Six months	302,400.00
Total Costing/month	50,400.00

- 3.1 During the training period, the cosmetics used for the training purpose will be given only twice per candidate:
  - During the training.
  - During the practice.
- 3.2 During or after the completion of the training, the 2<sup>nd</sup> party can take the students to educational tour in industrial areas for the betterment of their learning. Extra cost will be given to the 2<sup>nd</sup> party for Industrial visit.
- 3.3 The 2<sup>nd</sup> party must provide placement opportunities in the 1<sup>st</sup> party's College campus.

#### 4. Study Material:

4.1 Supply of Course material if needed will be negotiated between two Parties.

# 5. Examination and Certification:

5.1 The certification levels will lead to Diploma/Advance Diploma/B.Voc. Degree in one or more vocational areas and will be offered under the aegis of the University.

Note: Examination/Certification cost will be given by the 1st party.

- 5.2 Examination will be based on the norms of UGC.
- 5.3 Examination conduct & evaluation as per UGC guideline.

#### 6. General Terms & Conditions:

6.1 Awareness, student mobilization and pre-counselling will be done by the 1st party.

#### 7. Validity:

This agreement is valid from .15.01.2020, to 15.07.2020. The renewal of the agreement would be based on a favourable assessment on the performance of the TA by 1st party.

#### 8. Termination:

- 8.1 This agreement is liable to be terminated by 1st party, if the TA violates any of the conditions contained in this agreement.
- 8.2 Both the parties can withdraw from the agreement within 1 month duration.

Jaho STIZ 2015 Principal Dr. Kanailal Bhattacharyya College

Witnesses: Dr.Kanaila PBhatpacharwa College

For Dr.Kanailal Bhattacharyya College

Career Orientation Program (U. G. C. Recognised) Dr. Kanalai Shattacharyya College Santragachi, Howrah-4

attac Howrai For Inditech Software Wizard Pvt. Ltd. For INDITECH SOFTWARE WIZARD PVT. LTD.

28/12/2019 Director.

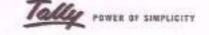
Training Associate

1. Anipbom Mondal Technical Cadinadom





# Career Solutions



Dum Dum Road, Kolkata – 700 030 Mob: 8013782614, 8902309903

# Renewal of Agreement Between Dr. Kanailal Bhattacharya College, Ramrajatala Howrah and Career Solutions, Dum Dum to provide Tally Prime Software Training.

This is an agreement between Dr. Kanailal Bhattacharya College, Ramrajatala Howrah and Career Solutions, Dum Dum, Kolkata 700030. Signed on the date 01/02/2020.

The validity of the agreement is up to 01/02/2025

Where Dr. Kanailal Bhattacharya College, Ramrajatala Howrah will be the 1<sup>st</sup> Party and Career Solutions is the 2<sup>nd</sup> Party.

The 1<sup>st</sup> party is giving the consent to the 2<sup>nd</sup> party to run a Financial Accounting course in the premises of the 1<sup>st</sup> Party only on Saturdays and Sundays of the week from 2PM to 4PM.

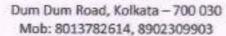
The signing authorities of this deed are Principal of Dr. Kanailal Bhattacharya College in behalf of the 1<sup>st</sup> party and Deep Narayan Pal, Director Career Solutions in behalf of the 2<sup>nd</sup> Party.

The name of the Couse will be Tally Essential Level 2 and it will be conducted on Tally Prime Software.





# Career Solutions





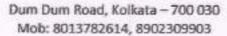
# Responsibilities of the 1st Party:

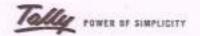
- 1<sup>st</sup> party will collect students and handover to the 2<sup>nd</sup> party for training.
- Minimum batch size will be 20 students
- College will provide a class room of adequate sitting capacity.
- College will provide adequate number of Computer in proper configuration.
- College will provide any more infrastructure support if required for conducting the Course. Example
- College will provide a support staff for opening and closing the rooms and computer.
- College will collect fees from each student in two instalments, where the 1<sup>st</sup> instalment is Rs. 2500 and 2<sup>nd</sup> instalment is Rs. 2500.
- College will pay to career solutions as tuitions fees for each student, where the 1<sup>st</sup> instalment is Rs. 2250 and 2<sup>nd</sup> instalment is Rs. 2500.
- College will retain Rs.250 per student as college share.
- College should place a confirm order to Career Solutions for conducting the program before 15 days of the starting date of the batch.
- College should make the payment of 1<sup>st</sup> instalment in advance before the starting date of the batch.
- College should make the payment of the 2<sup>nd</sup> instalment in the 2<sup>nd</sup> month of the batch.
- College will provide attendance copy for the students and Faculty.





# Career Solutions





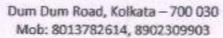
# Responsibilities of the 2<sup>nd</sup> Party:

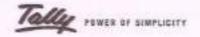
- Career Solutions will provide a certified faculty for the running of the course.
- Career Solutions will take all the responsibility for smooth conducting the course Tally Essential Level 2 using Tally Prime Software.
- Career Solutions will provide all the technical support for enrolment of the student.
- Career Solutions will help in counselling and admission of the student.
- Career solutions will enrol all the admitted Students in tallyeducation.com portal.
- Career Solutions will provide E content books to all the admitted student which is available in tallyeducation.com portal.
- Career Solutions will take the responsibility for conducting the Online Assessment after Completion of the course.
- Career Solutions will take the responsibility to provide Tally Essential Vol 2 certificate to the successful candidates.
- Certificates will be provided from Tally Education Pvt. Ltd. (TEPL) and College name will be present in the certificate.
- Certification can be verified from tallyeducation.com Portal.
- Successful candidate will be registered in tallyeducation.com Job Portal, from where students can apply for interviews in available companies and get their placements.
- Career Solutions will conduct Job Fair at college campus for placements of Successful candidates.
- Career Solutions will try to place all the successful candidates.





# Career Solutions





#### Tally Essential Level 2 Course Structure is as follows:

- Fundamentals of Accounting
- > Introduction to TallyPrime
- Maintaining Chart of Accounts
- Recording and Maintaining Accounting Transactions
- Banking Transaction
- Generating Financial Statements and MIS Reports
- Data Security
- Company Data Management
- Storage and Classification of Inventory
- Accounts Receivable and Payable Management
- Purchase and Sales Order Management
- Cost/Profit Centres Management
- Budgets and Scenarios
- Generating and Printing Reports
- Tracking Additional Costs of Purchase
- Goods and Services Tax Accounting (GST)

Duration: 16 Weeks, 2 Classes per Week of 2hrs each.

Matt 01/02/2020

Signature: Principal

Dr. Kanailal Bhattacharya College, Ramrajatala, Howrah

Witness

1)

2) Samue Grupta Solution.

Don Jund Deet Harrayon Pa

Signature: Director - Career Solutions



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

AD 303271

#### AGREEMENT

#### BY AND BETWEEN

TCG Foundation, a Public Charitable Trust registered under the Income Tax Act, 1961 having its place of fusiness at 9B Wood Street, 4th Floor, Kolkata - 700 016, India (hereinafter referred to as "TCG", which term shall mean and include its affiliates, successors, successors-in-interest and assigns) of the FIRST PART

#### AND

The Control of the University of Calcutta and West Bengal State Govt, situated at 15, Kona Road, Ramrajatala, P.O. Santragachi, Howrah 711 104, India (hereinafter referred to as "KBC" which term shall mean and include its affiliates, successors, successors-in-interest and assigns) of the SECOND PART

All the entities above being hereinafter collectively referred to as the "Parties".

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PCG FOUNDATION

OB. Wood Street. 6 Seriativo 71, Pan to Licensed Stamp Vendor Ant Sarkar

#### WHEREAS

- A. TCG has been primarily engaged in promotion of social development projects and has received donations for undertaking Corporate Social Responsibility (CSR) projects under the Companies Act, 2013
- B. TCG has been seeking to collaborate with organization(s) and institutes which have the requisite expertise, facilities, experience, physical and human resources to formulate, co-ordinate, implement monitor and document these CSR projects
- C. TCG has a track record of implementing Corporate Social Responsibility (CSR) projects/programs under the Companies Act, 2013 for more than three years.
- D. KBC has represented to TCG that it is a UCG recognized NAAC accredited (Grade B) Undergraduate College in Howrah District, affiliated to the University of Calcutta and the West Bengal State Govt since 1985. It offers 11 Courses across 3 Academic Streams namely, Science, Arts, Commerce and awards BSc, B.Com and BA degrees. It is a co-educational college with a student strength of 1923 and a total faculty strength of 49. Other facilities include Virtual and Digital Classrooms, Library, Computer Laboratory, Sports, Auditorium, Common Rooms, Canteen, Career Counselling and Placement Cell etc. The College is also involved in community outreach programmes such as Blood Donation and Health Awareness Camps.
- E. KBC has represented that its programmes and activities are covered by categories of projects allowed under Schedule VII of the Companies Act, 2013. It has valid, updated legal documents, and also vast expertise and experience in managing and monitoring such projects.
- F. On the basis of the above representation, TCG decided to collaborate with KBC for implementation of a CSR project as more particularly set out herein below.

# NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

#### Description of the Project

Setting up a Laboratory for Academic and Research work on Bio Science and Life Science comprising Installation of Scientific Equipment, Air Conditioning Unit, Refrigerator, Procurement of Chemicals, and Electrification of the facility to benefit Physiology, Zoology and Botany Departments of the Institution ( Annex-I: Proposal dated 28.01.2020)

#### Objectives of The Project:

- To enhance knowledge and promote education
- To upgrade and modernize the college infrastructure
- To attract more students to pursuing higher studies and careers in Bio Science and Life Science
- To encourage a research mind set among students

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- e) To discover answers to questions through practical scientific procedures
- f) To encourage collaborative research with other colleges in the vicinity
- To encourage interaction among students and faculty members of different colleges and to set up a platform for exchange programmes
- To encourage collaborative research with science based industries

#### Location of The Project:

Dr. Kanailal Bhattacharyya College, 15 Kona Road, Ramrajatala, PO: Santragachi, Howrah 711 104

#### 4. Duration of The Project:

Approximately 3 (three) months from signing of the Agreement unless terminated earlier, in accordance with the provision of this Agreement or the period is extended through a mutually agreed amendment to the Agreement

- 4.1 The project is to be initiated on signing this Agreement in February, 2020.
- 4.2 Procurements, Installation and Electrical Work is to be completed on or before March 31st, 2020
- 4.3 The project to conclude with KBC submitting a Final Report with Photographs to TCG on or before 30<sup>th</sup> April, 2020.
- 4.4 Due to unforeseen circumstances if the time duration exceeds beyond 30<sup>th</sup> April, 2020, TCG and KBC to mutually decide on a revised conclusion date within 31<sup>st</sup> May, 2020.

#### Modalities of Collaboration between HPL, TCG and KBC

- 5.1 Although this is an Agreement between TCG and KBC, the day to day monitoring, supervision, management, operations and co-ordination will be undertaken by KBC.
- 5.2 Competitive quotations for Equipment, Consumables and Contract Work to be invited by KBC as per specifications laid down by KBC.
- 5.3 TCG and KBC to jointly select the most suitable Vendors
- 5.4 TCG to raise Purchase Order on the selected Vendors after Agreement is signed with KBC.
- 5.5 TCG to raise Material Supply and Labour Work Orders on the Selected Contractor
- 5.6 KBC to receive the Equipment in good order and condition and certify and stamp the challans and invoices of the Vendors.

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- 5.7 KBC to supervise completion of Electrical Work as per Estimates submitted and to its own satisfaction
- 5.8 TCG to pay the Vendors and Contractors directly by a/c payee cheque or bank transfer against certified challans and invoices and against official receipt, duly certified and stamped by KBC.
- 5.9 All Challans and Invoices have to be stamped, signed and certified by KBC.
- 5.10 KBC to utilize the Laboratory for the purpose it was set up and for no other purposes
- 5.11 KBC to provide TCG a Final Report of the Project along with photographs on or before 30th April, 2020.
- 5.12 KBC to recognize contribution of TCG in Public Communication, Newsletters, Pamphlets, Banners, Website, Local and Government Events etc.
- 5.13 KBC to be responsible for day to day operations, management and monitoring of the project.

#### 6. Project Accounting and Monitoring

- 6.1 TCG to maintain complete set of accounts, with all supporting documents such as Vendor and Contractor Estimates, Certified Challans and Invoices, Receipts, Receipted bank transfer documents, etc. in respect of the expenditure incurred on The Project.
- 6.2 KBC to keep Operating Manuals of the Equipment and the Warranty Cards in safe custody and share them with TCG, if required.
- 6.3 TCG to ensure expenditure incurred on The Project be within the Total Approved Project Cost agreed upon by the Parties. TCG not to transfer any fund or pay any persons / parties in excess of the total Approved Project Cost.
- 6.4 KBC to utilize the Equipment for the purpose they were purchased and commissioned. The Equipment not to be misused or deployed for any other purpose.
- 6.5 TCG entitled to inspect the activities of The Project at regular intervals by giving 24 hours' notice to KBC and interact with office bearers, faculty members, students and other non-teaching employees of KBC.
- 6.6 TCG entitled to interact with Vendors and others involved with The Project.
- 6.7 KBC to submit a Final Report with Photographs on The Project to TCG on or before 30<sup>th</sup> April , 2020

#### Roles & Responsibilities of The Parties

- 7.1 Roles and Responsibilities of KBC
- To identify a suitable CSR Project and communicating the need for support to TCG.
- To discuss with TCG and to receive TCG's approval for the Project.

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- To obtain competitive quotations from Vendors and Contractors.
- To co-ordinate with TCG to finalize the documentation.
- To receive the Equipments in good order and condition and to store them in safe custody.
- To ensure safety of the Equipments from fire, theft / burglary and misuse.
- To install the Equipment at the selected site by coordinating with the Vendors.
- To provide adequate training to KBC's staff for proper handling of the Equipments.
- To Certify, Stamp and Sign Challans and Invoices of the Vendors and Contractor on being satisfied with the operations of the Equipments and work done by the Contractor
- To Manage and Monitor the Project on a daily basis.
- To maintain a database/log book of daily utilization of the Laboratory
- To submit interim reports as requested by TCG from time to time.
- To submit Final Report on The Project to TCG on or before 30th April, 2020, with photographs.
- To provide adequate and suitable visibility and publicity to TCG at site.
- To maintain regular contact with TCG on project related matters.
- Recognize contribution of TCG in its Public Communication in the Locality through Newsletters,
   Pamphiets, Banners, Website, Community and Govt Events etc.

#### 7.2 Role & Responsibility of TCG

- To Review Estimates received from Vendors and Contractors and Select most suitable ones in consultation with KBC
- To arrive at a decision collectively and award the most suitable Vendors and Contractors with the Order.
- To Complete Paper Work related to the Project by coordinating with KBC.
- To raise Purchase Orders and Work Orders on selected Vendors and Contractors in time.
- To ensure timely supply of Equipments to KBC.
- To arrange timely and direct payment to vendor against challans and invoices certified, stamped and signed by KBC.
- To monitor the Project with KBC and to keep close co-ordination with KBC for the entire duration of The Project.
- To visit the project site, associated programmes and activities meetings etc. accompanied by representative of KBC.
- To collect Reports, Photographs and Database from KBC within the stipulated time.

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- 8. Management and Operations of the Project
- 8.1 To form a Joint Monitoring Committee with at least one representative from TCG and KBC to oversee the implementation of the Project.
- 8.2 KBC to implement and monitor The Project on a regular/daily basis and take entire responsibility of operating the Equipment with Skilled Operators.
- 8.3 KBC to submit a Final Report of The Project to TCG along with photographs and database of Utilization of the Laboratory.
- The Total Project Cost arrived at with mutual consent from TCG is to be firm and final. 8.4
- 8.5 The Project Cost not to be exceeded by TCG under any circumstances.
- 8.6 Even if the project cost is approved, the disbursal of funds is at the sole discretion of TCG, TCG reserves the right to disburse the whole or only a part of the project cost.
- 9. **Total Project Cost**
- 9.1 The Total Project Cost approved by TCG and KBC as per approved Estimates is as follows:-
  - Estimate No. Pt-08-Q-BOT-DKBC-QU-20 dated 1" Feb 2020 of P. T. Traders (Annex-II a)
    - Research Trinocular Microscope Model CH-20i-TR-LED with Laptop Complete Brand: Olympus Rs 1, 45,140.00 including GST
    - Digital Semi Micro & Analytical Balance MAB 220 LCD Model Wensar

Rs 61,171.20 including GST

Double Door Refrigerator, Capacity 270 ltrs Model - Samsung 3 Star

Rs 30,798.00 including GST

Consumable Chemicals, reagents, kits etc.

Rs 39,365.04 including GST

Sub Total (a)

Rs 2, 76,474.00

- Quotation no. FESC/19-20/00192 dated 14.2.2020 Of Fundamental Electronics Pvt Ltd (Annex – II b)
  - One (1) 1.5 Ton 3 Star Split Inverter AC

Hitachi - Model no. RSNG317HCEA

Rs 38,500/-

AC Installation ( Rs 499/-), Bracket Fitting ( Rs 200/-) Water Pipe & Wrapping (approx. Rs 1000/-) Sub Total (b)

Rs 1,699/-

Rs 40,199/-

- Klabo

Estimate no SC/DRKLBC/AC-Install/QTN-1/2019-20
 Dated 5.02.2020 of Suman Chatterjee – Material
 Supply for Electrification and AC Installation in Lab

Rs 13, 015/-

(Annex – III a)

Estimate no SC/DRKLBC/AC-Insati/QTN-2/2019-20 Dated 5.02.2020 of Suman Chatterjee – Labour Charges for Electrification and AC Installation in Lab

Rs 4,000/-

(Annex - III b)

Sub Total (c)

Rs 17,015/-

Total Project Cost = Sub Totals (a) + (b) + (c) .....

Rs 3, 33,688/=

(In Words: Rupees Three Lakh Thirty Three Thousand Six Hundred Eighty Eight only)

- Share of the respective Parties:
- Share of TCG (100%)

Rs 3,33,688/-

Share of KBC – (NIL)

Rs. NIL

TCG's share in the Total Approved Project Cost: Rs 3, 33,688/- Including all taxes and duties and cannot exceed this amount under any circumstances.

#### Confidentiality

10.1 The Parties understand that in the course of their association, they shall have access to confidential information. Accordingly the Parties agree that such information shall be maintained in the strictest confidence and trust, except such information which is by its nature, not confidential or which is in the public domain or which the Party comes to know about other than through violation of any law or legal obligation. Provided that such Party may be entitled to disclose such information if legally required to be disclosed to a competent authority.

10.2 Failure to maintain confidentiality shall entitle the affected Party to terminate the Agreement.

#### Employees

The Parties shall remain solely responsible for their respective employees, including the employees who may be deputed for the joint implementation of projects and assignments in terms of this Agreement. No employee of either Party shall be entitled to claim any benefit whatsoever including employment rights

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from the other Party by reason of having been deputed to implement the terms of this Agreement. Each party shall indemnify and hold the other party indemnified against all such claims. The employees deputed for the project shall be bound by confidentiality obligations with their employer with respect to the project.

#### 12. Term

- 12.1 This Agreement shall remain in force for a period of 6 (Six) months from the date of signing or till the completion of the project, whichever is earlier. However, the parties shall review the working of the Agreement every one month.
- 12.2 The parties shall not even after expiry of the Agreement, in any manner divulge or share confidential information relating to The Project to any third party.

#### Representation and Undertakings by KBC

- 13.1 KBC represents and warrants that it has the right to enter into this Agreement.
- 13.2 KBC shall during the continuance of the Agreement and otherwise observe and perform the covenants and conditions of this Agreement diligently and faithfully.
- 13.3 KBC agrees to make all reasonable efforts to prevent the unauthorized use and disclosure of Confidential Information.

#### 14. General provisions

- 14.1 Nothing contained in this Agreement shall be construed or have effect as constituting a relationship of employer and employee or principal and agent between TCG and KBC.
- 14.2 KBC shall be responsible for all acts and omissions of its staff and any persons, associations, institutions engaged by the KBC whether or not in the course of implementing the project and for the health, safety and security of such persons or entities and their property.

#### 15. Termination

TCG may terminate this Agreement if KBC commits any breach of other covenants and conditions to be observed and performed under this Agreement and fails to rectify such breach within 15 (fifteen) days from its occurrence.

Any party may terminate this agreement by giving 15 days' notice to the other parties.

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#### 16. Entire Agreement and Waiver

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and no amendment hereof shall take effect or be binding on either party unless such amendment is authorized in writing signed by all the parties.

It is expressly understood and agreed by and between TCG and KBC that they are entering into this Agreement solely on their own behalf and not on behalf of any other person or entity.

#### 17. Arbitration

Any dispute that may arise between the parties out of or in connection with this agreement shall be resolved amicably by the parties failing which it shall be referred to Arbitral Tribunal consisting of one arbitrator selected by each party and a third arbitrator shall be selected who shall act as the presiding officer. The Arbitration and Conciliation Act, 1996 including any statutory modifications or reenactments shall govern the arbitration proceedings. The language of arbitration shall be English. The venue of the arbitration shall be at Kolkata. The decision of the Arbitral Tribunal shall be final and binding on both the parties.

#### 18. Notices

Any notices required to be delivered hereunder shall be sent to the respective parties at the following addresses either by prepaid registered post, courier, telex or telefax:-

#### TCG FOUNDATION

Attn: Mrs. Sreoshi Moitra

TCG Foundation

9 B Wood Street, 4th Floor, Kolkata 700016

#### Dr. KANAILAL BHATTACHARYYA COLLEGE

Attn.: Dr Kaustubh Lahiri

Principal

15 Kona Road,

Ramrajatala

PO: Santragachi, Howrah 711104

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IN WITNESS WHEREOF the Parties hereto have set their hands to this AGREEMENT at the date first written hereinabove.

Signed and Delivered by TCG Foundation at Kolkata by Mrs. Sreoshi Moitra

TCG FOUNDATION Suschi Morker

Authorised Signatory

in the presence of

KOLKATA - 700016 .

2. Desince Authory
96 wood screet

Signed and Delivered by Dr. Kanailal Bhattacharyya College at

Kolkata by Dr. Kaustubh Lahiri

in the presence of

Dr. Kanailal Bhattacharyya College

Santragachi, Howrah- 4

(DR. MANTU BISWAS)

Coordinator,

IQAC.

Dr. Kanailal Bhattacharyya College

Santzagachi, Howrah-4

2. Sampa Ray Bagchi Co-ordinator Career Counseling Event Organisation Placement Cell



Phone : 2627-2490 (College Off.)

Whatsapp : 9903389092 Principal : 8697383305 Fax : 91-33-2627-3241

E-mail: klb.college@gmail.com Website: www.drklbcollege.ac.in

# DR. KANAILAL BHATTACHARYYA COLLEGE

(Affiliated to the University of Calcutta)
Re-Accredited with 'B' Grade by NAAC
15, KONA ROAD, RAMRAJATALA,
P.O. SANTRAGACHI, HOWRAH - 711104

Ref. No.

Date : 20 01 2000

Through Dr. Sampa Ray Bagchi, coordinator, Cencer Councelling Cell.

Proposal: Laboratory set up for research work on Life Science

Departments:-

Dept. of Physiology,

Dept. Zoology, and

Dept. of Botany

# Objectives:-

 To enhance the knowledge of students, to discover answer to questions through the application of scientific procedures.

· To gain familiarity with a new scientific research work this will help in faculty

exchange programme.

To orient and give a direction to the research scholars.

- This kind of laboratory set up is not there in the vicinity, as of in other colleges of Howrah. So, in future, it could be a collaborative research work with faculties of other colleges and different scientific industries.
- It can be used for other purposes as Lab visit, by various organization and institutions
  with the minimum of charges which can be used as lab maintenance in future.

# Instruments required along with approximate price:-

- Olympus- Digital Microscope- Binocular (Rs- 1,82,900/-)
- Digital Balance (Rs- 80,240/-)
- AC (Rs 50,000/-)
- Double door freeze (Rs-30,000/-)
- Consumable chemicals (Rs- 10,000/-)

Enclosed a quotation for required permant.

Approximate total:- 3.5 Lakhs+

(DR. MANTU BISWAS)

Dr. Kanallal Photocharyya College 28.1. 2020

Career Courselemper

Faculty Botory

Principal

Or. Kanailal Shattacharyya College
Santracachi, Howrah 4

HOD, Defl of Zoology

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# **QUOTATION**

# P. T. TRADERS

DEALERS IN

Laboratory Chemicals, Apparatus, Glass Goods Surgical Goods etc.

54 H. L. Sarkar Road, Bansdroni, Kolkata-70

Phone - 9007043151 / 8620020452

Email ID- pttraders54@gmail.com

GST -19ACCPH6905P1Z6 : PAN- ACCPH6905P

To.

The Principal

Dr. Kanailal Battacharyya College Santragachi, Jahacha, Howrah,

West Bengal- 711104

Date'- 01-02-2020

Our Ref. - Pt-08-Q-BOT-DKBC- QU-20

Dear Sir
In account to some extremed Tondor/Franciscus

date -

SL.No.	DESCRIPTION	BRAND	Quty	Cat. Price	Dis %	Dis.Price	GST%	Total GST Price
1	Microscope: Research Trinocular Microscope Model- CH-20i-TR-LED complete set LED display and camera With laptop Lenovo / HP all complete set in packing	Olympus	1	123000.0	0.00%	123000.0	18%	145140.00
2	Digital Semi micro & Analytical balance Wensar Model- MAB 220 LCD, capacity - 200gms, Readability - 0.01mg	Wensar	1	72000.00	28.00%	51840.0	18%	61171.20
3	Double door Refrigarctor, Capacity- 270 lit 3star	Samsung	1	26100.00	0.00%	26100.0	18%	30798.00
5	Trypan bine solution 50ml 12788	SRL	1	1174.00	20.00%	939.20	18%	1108.26
6	Orcein 5gm	Sigma	1	6200.00	0.00%	6200,00	18%	7316.00
7	Sedium hydroxide pellets 500gm	Merck	1	360.00	35.00%	234,00	18%	276.12
8	Disodium hydrogen phosphate 500gm	Merck	1	720.00	35.00%	468.00	18%	552.24
9	Sodium dihydrogen phosophate 500gm	Merck	1	560.00	35.00%	364.00	18%	429.52
10	Blood group kit A+B+D 10ml	Teulip	1	559.00	0.00%	550.00	18%	649.00
11	Bovine Serum albumin (BSA) 10gm	Sigma	1	14500.00	0.00%	14500.00	18%	17116.00
12	Formaldehyde 500ml	Merck	1	290.00	35.00%	188.50	18%	222.43
13	Benedict's reagent Quantitative 500ml	SRL	1	325.00	20.00%	260.00	18%	306.80
14	Benedict's reagent Qualitative 500ml	SRL	1	205.00	20.00%	164.00	18%	193.52
15	Silver Nitrate AR 25gm	Merck	1	5950.00	35.00%	3867.50	18%	4563.65
16	TLC plate 25pc	Merck	1	6250.00	10.00%	5625.00	18%	6637.50
-		-				Total		276474.24

Terms of payment: All equipment must be paid within 7-10 days of delivery completed.

GST NO

19ACCPH6905P1Z6

PAN NO

ACCPH6905P

Delivery terms: Delivery will be within 15-20 days from reciving the order date.

Enclosures : All Items including delivery and Installation charges.

For P. T. TRADERS

Make

Annex Ib)

# Fundamental Electronics Pvt. Ltd.

South City Mall(Basement), 8008, 375 Prince Anwar Shah Road, Kol-700068 Contact- 9874798090/9874794411

Ref.No.: FESC/19-20/00192

Date: 14th February,2020

## QUOTATION

To, The TCG Foundation Kolkata

Kind, Attn.: Ms. Sreoshi Moitra

As per the discussion had with you we are pleased to offer you the best price of " AC "

One (1) - Hitachi 1.5 Ton 3 star Inverter Split AC

Model RSNG317HCEA

Price Rs 38,500/- inclusive of GST and all taxes

\*\*\*AC INSTALLATION CHARGES FOR INVERTER SPLIT AC \*\*\*

AC INSTALLATION CHARGES FOR INVERTER SPLIT AC STANDARD INSTALLATION CHARGES @ Rs 499/OUTDOOR UNIT BRACKET FREE
BRACKET FITTING CHARGES @ Rs 200/Water pipe and wrapping tape extra – Rs 1000 approx.

Prices are inclusive of all TAX/GST.

\* Payment 100% advance before delivery.

\*Free delivery within 7 Days from the date of purchase order

Thanking you Fundamental Electronics Pvt Ltd Anup Banerjee Mobile No-98747 98090



6

Ref. No.:SC/DRKLBC/AC-Instl./QTN-1/2019-2020

Date: 05/02/2020

# Suman Chatterjee

(Mobile No.: 9231133377 / 8479877287)

Reg. No. 109104 (West Bengal Govt. Regd. Wireman)

All Kinds of Electrical Goods Sales and Service

Address: Dharsha Chowdhuripara, GIP Colony, Jagacha, Howrah -711112

Qutotation No.: 1 (Meterial Charge)

Name: Dr. Kanailal Bhattacharyya College

Address: 15, Kona Road, Ramrajatala, P.O.-Santragachi, Howrah-711104

Particulars	Qty.	Amount		
* 44 44 GHG 0	Qty.	Rs.		
Wire (3 Core, 4mm)	½ Coil	5850	00	
Plug (A.C., North-West)	1 no	145	00	
Switch (A.C., North-West)	1 no	245	00	
MCB DP (A.C., North-West)	1 no	280	00	
Box (A.C., North-West)	1 no	140	00	
Top 3 Pin (A.C., North-West)	1 no	100	00	
MCB (Anchor Uno Guard)	1 no	420	00	
China Clip For Wiring	3 pkts	210	00	
Switch (1.5Amp)	10 nos	650	00	
Plug Shocket (15Amp)	10 nos	650	00	
Casing (6.5ft)	15 nos	975	00	
Wire (1 Core 2.5mm)	1 Coil	1350	00	
Box (8inXI0in)	10 nos	800	00	
MCB (16A)	10 nos	1200	00	
	Total	13015	00	

Amount in Words: Rupees Thirteen Thousand Fifteen only

Quotation as on 05.02.2020 (As per Todays Market Rate)

Thank you,

Authenticated

Principal Dr. Kanailal Bhatischaryya College Santragachi, Howrah- A sumanChatteracc 05.02.2020

Beg. No.-109104

Signature with Date

Mako

Ref. No.:SC/DRKLBC/AC-Instl./QTN-2/2019-2020

Date: 05/02/2020

# Suman Chatterjee

(Mobile No.: 9231133377 / 8479877287)

Reg. No. 109104 (West Bengal Govt. Regd. Wireman)

All Kinds of Electrical Goods Sales and Service

Address: Dharsha Chowdhuripara, GIP Colony, Jagacha, Howrah -711112

Qutotation No.: 2 (Labour Charge)

Name : Dr. Kanailal Bhattacharyya College

Address: 15, Kona Road, Ramrajatala, P.O.-Santragachi, Howrah-711104

Particulars	Qty.	Amount		
	52131	Rs.		
abour Charge		4000	00	
	Total	4000	00	

Amount in Words: Rupees Four Thousand only

Quotation as on 05.02.2020 (As per Todays Market Rate)

Thank you,

Authoriteated OS 100 2000

Dr. Kanailal Bhattackaryya College Santragachi, Howrah- 4 suman Chattergee 05.2.2020

Reg. No.-109104 Valid of Date 19:02.2020

Signature with Date .

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পশ্চিমকল पश्चिम बंगाल WEST BENGAL

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Between

Dr. Kanailal Bhattacharyya College

And M/s. Delta Design

For the purpose of conducting UGC approved B.VOC programme on INTERIOR DESIGN SL NO-2 In Applied Arts

Training Associate

This agreement entered into on this 17th day of July 2020 in the presence of both pant with effect from 1107/2020 between Dr. Kanailal Bhattacharyya College, a UGC recognized having its place at 15, Kona Rd., Ramrajatala, Santragachi, Howrah-711104 (hereinafter referred to as Dr. Kanailal Bhattacharyya College as First Party), which expression shall mean and include its successors, assigns and legal representative on one part:

AND.

M/s. Delta Design, 154/22 N.S.C. BOSE ROAD, REGENT PLACE, KOLKATA-700040 and Head office addressed at Shyamraipara, PO.- Kalna, PS.- Kalna, Dist.- Purba Bardhaman, West Bengal, Pin.- 713409 represented by Prop. Sri Tamaghna Chatterjee (hereinafter referred to as Training Associate as 2nd Party), which expression shall mean and include its heirs, successors, assignees and legal representative on the other part.

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Whereas Dr. Kanailal Bhattacharyya College desired to use the Infrastructure and Faculty for execution of Training & Education for Bachelor of Vocation (B.Voc.) programme in colleges under UGC norms.

Hereby the two parties enter into the agreement

Whereas M/s. Delta Design shall operate as an Training Associate of Dr. Kanailal Bhattacharyya College.

# 1. The primary objectives of the 2nd party would be to :

1. Skill Development Components:

- 1.1 Conduct Training & Education Bachelor of Vocational programme in Interior Design as per UGC guidelines.
- 1.2. The focus of skill development components shall be to equip students with appropriate knowledge, practice and attitude, so as to become work ready. The skill development components should be relevant to the industries as per their requirements.
- 1.3. The curriculum should follow total UGC B VOC syllabus as per guidelines.
- 1.4. The Curriculum should also focus on work-readiness skills in each of the three years.
- 1.5. Adequate attention needs to be given in curriculum design to practical work, on the job training, development of student portfolios and project work.
- 1.6. The certification will be given by 18 Party.

# 2. Main Object of our Delta Design is as follows under :

- 2.A. Provide faculty/ trainer who have industrial exposure background by enriched knowledge
- 2.B. Industry visit/ site visit/ outdoor survey work will be arranged during each semester
- 2.C. DELTA DESIGN will arrange workshops at least 5 to 7 days each 2-3 times per year.
- 2.D. This organisation will also arrange seminars enriched with kolkata based renowned architect and Interior consultants.
- 2.E. Exhibition/ interior decorative materials manufacturing unit visit will be arranged.
- 2.F. To provide 100% placement of students will be trained with Auto-Cad, 3D Max, Photoshop, V-Ray, slide show, Vastu and spoken English.
- 2.G. College will arrange adequate infrastructure which is included with hardware and software
- 2.H. DELTA DESIGN will definitely provide 3months (at least ) PAID INTERNSHIP .

# 3. Class Details with cost of Hiring:

Cost per number of students per semester is Rs. 5500.00 and there are six semesters. So the total cost per student will amount to Rs. (5,500 x 6) = Rs. 33,000.00 hence the total cost for 30 students will be Rs.(33,000 x 30) = Rs. 9,90,000.00

Here by agreed to maintain tution fee @ Rs 5,500 per student , per semester, despite escalation of cost at higher semester in order to provide advance technical skills both software and hardware as the financial capacity of the households where from students are being expected is restricted due to their employment profile.

All inclusive study materials, practical classes and participation to workshop and seminar.

If a candidate wants to leave after completion of second semester he/she will have to pay Rs 11,000 and awarded a Diploma Certificate.

If a candidate wants to leave after completion of fourth semester he/she will have to pay Rs 22,000 and awarded a Advance Diploma Certificate.

If a candidate wants to leave after completion of Sixth semester he/she will have to pay Rs 33,000 and awarded a B.VOC Degree.

# 4. Study Material:

4.1 Supply of Course material if needed will be negotiated between two Parties.

# 5. Examination and Certification:

- 5.1 The certification levels will lead to Diploma/Advance Diploma/8.Voc. Degree in one or more vocational areas and will be offered under the negis of the University.
- Note: Examination/Certification cost will be given by the 1" party.
- 5.2 Examination will be based on the norms of UGC.
- 5.3 Examination conduct & evaluation as per UGC guideline.



পশ্চিমবর্জা पश्चिम बंगाल WEST BENGAL

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#### AGREEMENT

For Imparting Skill Development Training and other skill development programs running at the college to increase the employability of the youth through introduction of Deen Dayal Upadhyaya Grameen Kaushalya Yojana (DDU-GKY)

This Agreement is made and executed on this day of 08 10 2021 at Dr. Kanailal Bhattacharyya College

#### BETWEEN

Dr. Kanailal Bhattacharyya College, 15, Kona Road, Ramrajatala,
Poi Santragachi, Howrah-711104 hereinafter referred to as "College", (which expression
shall, unless it be repugnant to the subject or context thereof, include its successors and
permitted assigns) acting through its authorised representative, Dr. Kaustubh Lahiri,
Principal, hereinafter called the "First Party"

#### AND

EduBridge Learning Pvt. Ltd (Private Limited Company) incorporated under the provisions of the Companies Act 1956 having its registered office at 1/1 Pollock Street, Kolkata and represented through Mr. Subhamoy Roy (Hereinafter referred to as the "Training Service Provider" or "TSP") which expression shall, unless repugnant to the context, include its successors, heirs, permitted assigns, representatives, hereinafter called the 'Second Party'.

Principal

Principal

Principal

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General Secretary Sulho

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Edubridge learning But Ltd.
111 Pollock St. - Kol-01

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#### WHEREAS

The First Party is a college established in 1985 at 15, Kona Road, Ramrajatala,

Po: Santragachi, Howrah-711104 and is mandated to increase the employability of the youth through introduction of Deen Dayal Upadhyaya Grameen Kaushalya Yojana (DDU-GKY)

The First Party was proposed the EduBridge Learning Pvt. Ltd. to impart DDUGKY Skill Development Training for Pass out Graduate students from 2016-17 academic session to 2020-2021 Academic Session to improve employability of youth in the State. The programme will be implemented based on the pre-set Programme guidelines under the National Skills Development Corporation adapted to suit the requirements of the Programme Outcome and College.

The First Party has evaluated the proposed Programme submitted by the Second Party and selects the Second Party for imparting skill training to beneficiaries in the designated residential centre on the terms hereinafter described.

In pursuance thereof, the Parties have agreed to enter this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

#### I. DEFINITIONS AND INTERPRETATIONS

- Definitions: Unless the context otherwise requires, the following terms whenever used in this Agreement shall have meanings as below:
- (a) "Agreement" means this Agreement, signed by both Parties, together with all the Annexures; Agreement including its Annexes and Schedules and subsequent correspondences including but not limited to process manual
- (b) "Applicable Laws" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- (c) "Effective Date" means the date of this Agreement.
- (d) "In writing" means communicated in written form with proof of receipt.
- (e) "Service/s" means the work to be performed by the Second Party pursuant to this Agreement.
- In this Agreement unless the context otherwise requires.
- (a) Words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender.
- (b) Terms and words beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the terms and words defined in the Annexure and used therein shall have the meaning ascribed thereto in the Annexure.
- (c) Words "include" and "including" are to be construed without limitation.
- (d) References to Clauses, Sub-Clauses, Annexures in this Agreement shall, except where the context otherwise requires, be deemed to be references to Clauses, Sub-Clauses, Annexures of or to this Agreement.

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(e) wherever in this Agreement provision is made for the giving or issuing of any notice, endorsement, consent, approval, certificate, agreement, proposal, communication, information or report or determination by any Party, unless otherwise specified, such notice, endorsement, consent, approval, certificate, agreement, contract, proposal, communication, information or report or determination shall be in writing under the hand of the duly authorised representative of such Party.

(f) Any word or expression used in this Agreement shall, unless defined or construed in this

Agreement, bear its ordinary English meaning.

- 3. The words and expressions not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the Proposal. Without prejudice to the generality of the provisions of this Agreement, the provisions of proposal and specific terms & conditions, if any, mentioned in the work orders issued by the First Party, shall apply and be binding on the Second Party. However, in any case of disagreement between the various document SOP (which will be notified separately) would have any overriding effect
- 4. While the documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement, they are to be taken as mutually explanatory to one another.
- 5. Any Annexure or Appendix or Schedule that forms part of the Agreement and is not available at the time of execution of this Agreement shall be added later duly signed by both the Parties. Any action required to be taken, and any document required to be executed under this Agreement by the First or Second Party may be executed by the officials specified hereunder:
  - 5.1. Management/Trustees/Principal of the college
  - 5.2. Authorized Signatory of Second Party.

#### IL SCOPE OF WORK FOR THE SECOND PARTY

6. The overarching principles on which Training Programmes have to be designed by the second party are the following:

6.1 Programme Design

6.1.1. Second Party will design Courseware for the respective programme offered, with regular consultation and advice from the college. It should meet requirements of National Occupation Standards (NOS) and Qualification Packs (QPs) so that the Course is aligned to NSQF and approved by respective SSCs besides the affiliating university

6.1.2. Assessment would be conducted as per Sector Skill Council norms/guidelines and third-party assessment from NASSCOM Foundation will

also be conducted at the college from time to time.

Dr. Kanallal Bhattacharya College Ramrajatalas Howrah-4 Sourie mukroixe

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SUBRIOGE LEARNING PLY

PROJECT HEAD

# 6.2. Programme Materials

6.2.1. Both the First party and the Second Party in consultation with Alumni Association along with Collaboration with the Second Party would develop "Participant Handbook" relevant to the programme and it will be provided in print format to all trainees enrolled for the programme. One copy of the Handbook will be submitted to college also.

6.2.2. Both the First party and the Second Party will develop "Trainer Handbook" for the programme and same will be provided in printed format to all Trainers.

One copy of the Handbook will be submitted to college also.

6.2.3. Curriculum will be a mix of practical (60%) and theory (40%) and will also include project work, home-work and self-learning modules. Curriculum once fixed before the introduction of the course can't be altered or amended until the course is finished with terminal examination.

6.2.4. E-Content (PPT and Videos) will also be provided

# 6.3. Training Delivery: Second Party

- 6.3.1. Both the First party and the Second Party will develop an activity-based learning methodology for the Programme and the same will be adopted while imparting training. The approach will be reflected in all documents developed for the programme.
- 6.3.2. Both the First party and the Second Party will have Session-wise Training Delivery Plan as per Programme Framework and will adhere to the plan
- 6.3.3. The training activities will provide more scope for teamwork, individual practice on the skill and interaction of the participants
- 6.3.4. Second Party will draw up training calendar for the skill component in consultation with college and adhere to the plan
- 6.3.5. Both the First party and the Second Party will ensure each trainee gets individual attention
- 6.3.6. Second Party will deliver training as per the approved Framework
- 6.3.7. Second Party will provide all the materials required for training delivery to the Trainers and Trainees.
- 6.3.8. Second Party will ensure attendance of trainees through quality delivery of the programme as per approved schedule, under the overall supervision of First Party. These are not exhaustive and are expected to utilize their expertise in pedagogy and training delivery to provide an outstanding learning experience to the trainees.

#### 6.4. Trainer

Dr. Kanalial Bhattacharyya Collogo

- 6.4.1. The Second Party will provide the relevant trainers under this Programme
- 6.4.2. The Second Party will deploy Trainers trained for the Programme.
- 6.4.3. Trainers will attend Training of Trainer (ToT) programme conducted and certified by the Second Party

6.4.4. Trainers will have proficiency in both English and local language

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- 6.4.5. The Second Party will have to arrange of substitute trainer during the period of leave (financial liability of the period will be borne by TSP), and if a trainer goes on leave for more than 5 days alternate arrangement will have to be provided
- 6.4.6. Updating/Augmentation of the labs if required, for intense practical training (The cost for procurement of lab material will be borne by EduBridge Learning Pvt. Ltd.)
- 6.4.7. Maintenance of Labs (Any major maintenance cost to be borne by EduBridge Learning Pvt. Ltd.)
- 6.4.8. EduBridge Learning Pvt. Ltd. may be required to arrange for Industrial Visits/Field Trips/OJTs/Project Work (120 hrs /15 days with 8 hrs per day)

#### 6.5. Mobilization

- 6.5.1. Second Party will assess and select trainees during Mobilization organized at the college
- 6.5.2. Second Party may provide soft copy content to college after Agreement is finalized if required
- 6.5.3. Second Party will conduct orientation session for college staff about the prospects, content, job opportunities, and Internship arrangements if required
- 6.5.4. Second Party will conduct an initial aptitude test for selection of appropriate candidates into Programme, for a job role, and all trainees will be counselled.

#### 6.7 Assessment, Evaluation and Certification

- 6.7.1 Final Assessment for the Programme will be conducted by EduBridge on behalf of Dr. Kanailal Bhattacharya College and SSC(BFSI & Retail) will also conduct regular internal assessments during training period.
- 6.7.2 Second Party will conduct continuous and comprehensive evaluation for each batch as per their internal methodology and the marks obtained will be shared with Programme Donors under the overall supervision of Dr. Kanailal Bhattacharyya College.

#### 6.8 Batch Size

6.8.1 The batch size of the Programme may vary from minimum 30 to 35 students.

#### 6.9 Reports

Dr. Kanallal Bhattacharyya College Ramrajatalas Howrah-6

6.9.1 At the end of the programme, the course completion report will be submitted in digital format to college for the purpose of information exchange.

5 Souming numbersee

6.9.2 This report will comprise the salient features of the training activities under this programme and overall summary report on completion of entire programme.

#### 6.10 Co-ordination

- 6.10.1 Second Party will deploy a coordinator to implement the programme.
- 6.10.2 Coordinator will represent the Second Party for all programme related activities.
- 6.10.3 Coordinator will submit relevant training reports to the college as per requirement.
- 6.10.4 Coordinator will attend the review meeting of the programme, whenever it takes place or if required.
- 6.10.5 College to provide support through a single point of contact during the entire duration of the Programme

#### III. KEY TERMS OF THE AGREEMENT

7 Process Guidelines: The Second Party shall follow the training guidelines, standard operating practices as notified by the First Party from time to time for conduct of any activity outlined

#### 8 Suspension of services

- 8.1 In the event of breach as under clause 11.1, the First Party may issue a written notice of suspension for the Second Party to remedy the breach within thirty (30) days of receipt of such notice.
- 8.2 In the event of failure of the Second Party to remedy/rectify the notified breach to the satisfaction of the First Party within thirty (30) days of receipt of the notice of suspension.

#### IV. SPECIFIC DELIVERABLES AND TIMELINES

- 9 Batch Initiation: The Second Party will initiate the first batch in the November 2021 month of the academic year 2016-2017 onwards pass out learners in the college premises
- Trainees Attendance: Trainees must remain present for at least 80% of the total training hours.
- Assessment of Trainees: The assessment process must be initiated / facilitated by Second Party such that assessment is carried out towards the completion of training or at a pre-agreed date for regular in-training assessments.

## V. OBLIGATIONS OF THE TWO PARTIES

12 Responsibility of the First Party: The First Party shall be project sanctioning, supervising agency, and shall:

Dr. Kanallal Bhattacharrya College Ramrajatalas Howrah-4 Sormix mucherice

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12.1 Discharge its responsibilities through facilitation, timely support for the progress of the project.

12.2 Review and accord sanction for the training plans and calendar submitted by

the Second Party.

12.3 Conduct regular monitoring of project performance and outputs if required

- 12.4 College will appoint a single point of contact to support second party in dayto-day operations and execution of the project
- 13 Responsibility of the Second Party: The Second Party agrees to implement the program as per the terms and conditions described herein, and shall:
  - 13.1 Be fully and directly responsible for achieving the targets in compliance with any guidelines, circulars or orders issued by the First Party from time to time.
  - 13.2 Carry out its obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices.
  - 13.3 Observe sound management practices and employ appropriate technology including safe and effective equipment, material, and methods.
  - 13.4 Promptly inform the First Party of any event that may have legal or other implications, including affecting the achievement of objectives specified herein, in writing.
  - 13.5 Furnish to the First Party all pertinent information and reports as required from time to time.
  - 13.6 Allow and facilitate the First Party or its representatives to inspect, at any time, the site of programme implementation.
  - 13.7 Maintain records in accordance with appropriate and accepted training practices.
  - 13.8 Ensure that the personnel engaged by it in the performance of its obligations under this agreement are at all times properly trained for their respective functions.
  - 13.9 Keep complete record of beneficiaries trained under the project including their names, parents' names, address, contact number, training course, copy of assessment certificates, placement details, etc. as required by Donor and NASSCOM Foundation
  - 13.10 Ensure that there is no conflict of interest in execution of work under this project and ensure that any such situation, should it arise, is immediately reported to the First Party.
  - 13.11 Be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in this or any other agreement and no default shall excuse the Second Party from its obligations or liability hereunder.

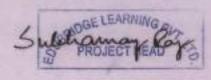
#### VI. GENERAL

# 14 Fraudulent and Corrupt Practices.

14.1 Both parties and its respective officers, employees, agents and advisors shall observe the highest standard of ethics during the subsistence of this agreement. Notwithstanding anything to the contrary contained in the agreement, Either Party may terminate the agreement without being liable in any manner whatsoever to the other Party if it determines that the other Party has directly or indirectly or through

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Or Kanallal Shattacharyya College
Ramrajatais, Howrah-A

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an agent engaged in corrupt practice, fraudulent practice, coercive practice to the other Party hereunder or subsistence or otherwise.

14.2 For the purposes of this Agreement, the following terms shall have the meaning hereinafter respectively assigned to them.

14.2.1 "Corrupt practice" means the offering, receiving, giving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in execution of services.

14.2.2 "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts in order to influence a selection process or the execution of services.

14.2.3 "Coercive practices" means impairing or harming or threatening to harm, directly or indirectly, persons or their property to influence processes during selection process or execution of services.

14.2.4 "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the selection process (including bid) or the execution of services.

# 15 Commencement, Completion and Modification of Agreement

- 15.1 This Agreement shall come into force and effect on the date of signing of this Agreement.
- 15.2 The contract will be valid from October 2021 and September 2022.
- 15.3 Both Party can modify terms and conditions of this Agreement subject to mutual agreement between the Parties to account for change in Government stance. Any modification or variation of the terms and conditions of this Agreement not covered under the above, including any modification of the scope of services or specific deliverables/timelines, may only be made by written agreement between the Parties.

# 16 Termination of Agreement.

Kanallal Shattacharyya Collaga Ramrajatala, Howrah-4

- 16.1 Termination by the First Party: The First Party may terminate this Agreement, by giving not less than thirty (30) days' written notice of termination to the Second Party,
- 16.2 If the Second Party fails to remedy any breach hereof or failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the First Party may have subsequently granted in writing.

16.2.1 If the Second Party becomes insolvent or bankrupt.

16.2.2 If the Second Party fails to comply with any final decision reached as a result of dispute proceedings.

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16.2.3 If there is any breach of terms & conditions of this Agreement or any guidelines issued by the First Party.

16.3 Termination by the Second Party: The Second Party may terminate this Agreement, by giving not less than thirty (30) days' written notice to the First Party.

16.3.1 If the First Party is in material breach of its obligations pursuant to this Agreement and has not remedied the same within thirty (30) days (or such longer period as the Second Party may have subsequently agreed to in writing) following the receipt by the First Party of the Second Party's notice specifying such breach.

16.3.2 If the Second Party becomes insolvent or bankrupt.

16.3.3 If, as the result of Force Majeure, the Second Party is unable to perform a material portion of its services for a period of not less than sixty (60) days; or

16.3.4 If the First Party fails to comply with any final decision reached as a result of arbitration.

- 16.4 No Objection: On termination of this Agreement, the First Party shall have the right and the Second Party should not have any objection to the First Party appointing a Third Party to assess or complete the services to be performed under the Scope of this Agreement
- 17 Force Majeure: For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies. Neither party hereto shall be considered in breach hereof or in default if it fails to perform or observe any or all of the terms of this agreement resulting directly or indirectly from Force Majeure events. In such case either party shall notify the other party of the occurrence of such cause. Should, as a consequence, the performance under this Agreement be prevented for a period longer than six months, then the other party shall have the right to terminate this agreement.

#### 18 Disclaimer

18.1 The Parties acknowledge that prior to the execution of this agreement, both have, after a complete and careful examination, made an independent evaluation of the scope of services under the project, applicable specifications and standards, local conditions, conditions on ground, and all such information and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in performance of its obligations hereunder, and confirms that it shall have no claim whatsoever against the any Party in this regard.

18.2 The Parties acknowledge and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in the agreement and hereby

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Dr. Kanallal Bhattacharyya College
Ramrajatala, Howrah-4

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acknowledges and agrees that Parties shall not be liable for the same in any manner whatsoever to the Second Party.

19 Indemnity: Notwithstanding anything to the contrary contained in this Agreement and without prejudice to other rights that the Parties may have under this Agreement and in law, each Party (the "indemnifying Party") hereby irrevocably indemnifies, defends, saves and holds harmless and irrevocably agrees and undertakes to keep indemnifying, defending, saving and keeping harmless at all times the other Party ("indemnified Party"), and its respective directors and employees including offices and managers on demand, to the fullest extent permitted by applicable law from and against any and all losses, damages, penalties, costs, charges, reasonable expense, suits, or legal/quasi legal proceedings of whatever nature, including, without limitation, any legal or other fees and expenses in connection with investigating, disputing, preparing or defending any claim which may be suffered or incurred by the indemnified Party resulting from or arising out of a breach of any covenant or agreement made or failure to perform (whatever in whole or in part) any obligation required to be performed by the Indemnifying Party (or any person or representative designated by the Indemnifying Party) under this Agreement.

# 20.Dispute Resolution:

20.1 Any differences or disputes that arise between the Parties shall in the first instance be resolved mutually by the Parties.

20.2 This Agreement shall be governed by the Indian laws and subject to the jurisdiction of the Courts at Government of India.

20.3 Any notice required to be given under this Agreement shall be served on the party at their respective addresses given below by hand delivery, email or by registered post.

Address of the First Party

Address of the Second Party

Dr. Kanailal Bhattacharyya College,

EduBridge Learning Pvt. Ltd.

Address: 15, Kona Road, Ramrajatala,

Po: Santragachi, Howrah-711104

01, Sapphire Building, Khar(w)

Email: klb.college@gmail.com

Email: subhamoy@edubridgeindia.com

Contact No. 033-2627-2490

Contact No. 6290568709

# 21. Representation and Warranties

The Parties to the agreement hereby represent and warrants agree and confirm as follows:

Dr. Kanallal Bhattacharyya Coilege Ramrajataia, Howrah-4

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Sulchamay Roy

PROJECT HEAD

Sulchamay Roy

PROJECT HEAD

- (a) They have all requisite powers and have been duly authorised to execute this agreement
- (b) This agreement is enforceable against the parties in accordance with its terms.

## 22. Other convents:

22.1 The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper concerning the project under agreement is allowed only, after seeking explicit permission in writing by either party.

22.2 The Second Party shall be responsible for the safety of the students during industrial visits. The Second Party shall be liable for all the consequences arising out thereof as per College Guidelines. College Principal shall also nominate one

representative from college to be present during the Industry Visits.

22.3 This Agreement will come into effect from the date of signature by all the parties and can be extended after mutual consultation of all the stakeholders. This Agreement may be varied at any time by mutual agreement of the parties in writing. It shall be reviewed at a time mutually agreed by the parties for possible renewal.

22.4 Second Party shall ensure the compliance of labor laws and other relevant laws applicable to the TSP's/Companies/Firms. Non-compliance or violation of any

clause of the agreement shall attract termination of the contract.

22.5 The physical infrastructure assigned in premises, furniture, systems, projectors, etc. so made available, under this MOU shall be solely owned by the College and Second Party shall have no right or claim in this respect thereof. The Branding material and other materials provided by and copyright of Second Party shall be solely owned by the Second Party and College shall have no right or claim in this respect thereof. This includes the use of the content/curriculum provided by the Second Party.

22.6 This Agreement does not give authority to any of the parties to either

represent or exercise opinion or make decision, on behalf of the other.

22.7 Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises; the Second Party shall promptly notify college in writing of such condition and the cause thereof.

22.8 Second Party shall be solely responsible in all respects regarding the terms & conditions of service of the staff so recruited/engaged for the commencement of courses in the college. The college shall not be liable in this regard in any manner &

no claim shall lie against it.

22.9 The Second Party shall carry out the services & carry out all its obligations under the agreement with due diligence, efficiency etc. in accordance with generally



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accepted norms, techniques & practices. The Second Party shall also adhere to professional standards to recognize by professional bodies.

IN WITNESS THEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DATE, MONTH AND YEAR MENTIONED HEREINBEFORE.

For and on behalf of the First Party	For and on behalf of the Second Party			
Stamp and State Hours Balleton	Stamp and Signature			
Name: Dr. Kaustubh Lahiri	Name: Subhamoy Roy			
Designation: Principal	Designation: AVP-Business			
Date: 08-10-2021	Date: 08-10-2021			
Place:15, Kona Road, Ramrajatala, PO: Santragachi, Howrah-711104	The state of the s			

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Agreement Between Dr. Kanalilal Bhattacharyya College M/s. Inditech Software Wizard Private Limited Training Associate

'This renewal agreement is entered into on this 16th day of February, 2021 in the presence of both parties with effect from 16-07-2020 between Dr. Kanailal Bhattacharyya College, a UGC recognized having its place at 15, Kona Road, Ramrajatala, Santragachhi, Howrah - 711 104(hereinafter referred to as Dr. Kanailal Bhattacharyya College as First Party), which expression shall mean and include its successors, assigns and legal representative on one part:

#### AND

M/s. Inditech Software Wizard Private Limited represented by Director Sri Kaustov Seth (hereinafter referred to as Training Associate as 2nd Party), which expression shall mean and include its heirs, successors, assignees and legal representative on the other part.

Whereas Dr. Kanailal Bhattacharyya College desired to engage Inditech Software Wizard Private Limited as Training Associate (TA) for execution of Training & Education for Bachelor of Vocation (B. Voc.) programme in Beauty Therapy & Aesthetics in the college campus under UGC norms.

Hereby the two parties enter into this agreement

- Inditech Software Wizard Private Limited shall conduct training and education in designated trades inside the college campus.
- Awareness, student mobilization and pre-counselling will be the responsibilities of both the party's.

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- Dr. Kanailal Bhattacharyya College will provide sufficient infrastructure (immovable fixtures, chairs & tables, board for theory class, electricity, internet connection, supply of water etc. which are needed) to conduct the training smoothly.
- Inditech Software Wizard Private Limited will provide tools & equipments, materials, machineries, manpower etc. required to smoothly run the training.
- Any additional infrastructure or equipments or machineries or manpower required to conduct the courses smoothly, which are not mentioned / accounted herein can be arranged under mutual agreement of both the parties.
- · Cost breakup as on the date of agreement as per mutual agreement is as follows:

Name of the Course	Duration	Module	Course Fee break up (Rs.)	Course Fee in Total (Rs.)	Examination Fee (Rs.)
Beauty & Aesthetics (B. Voc.)	1 year (144 Hours)	Certificate	4000/-+ 4000/-	8,000/-	NA
	6 Months (72 Hours)	Diploma	4000/-	4000/-	NA
	6 Months (72 Hours)	Adv. Diploma	4000/-	4000/-	NA
	1 year (144 Hours)	B. Voc.	4000/-+ 4000/-	8,000/-	NA

- Any addition, alteration on the "Cost brek up" may be done after 1 (one) year from the date of this agreement on mutual understanding of both the parties.
- Fees will be collected by the 1<sup>st</sup> Party. After collection of the fees, 10% will be kept by the 1<sup>st</sup> Party as their own & balance 90% of the collected fees will be disbursed to the 2<sup>nd</sup> Party within 7 days of the next month as 2<sup>nd</sup> Party's sharing.
- The assessment / certification will be the responsibilities of the 2<sup>nd</sup> Party.
- Name of the 1<sup>st</sup> party must be mentioned on the certificates.
- The 2<sup>nd</sup> Party must provide 100% placement opportunities to the students.
- Job Fair must be conducted periodically by the 2<sup>nd</sup> Party with the cooperation of the 1<sup>st</sup>
   Party inside the College campus.
- To carry out any other similar activities with mutual agreement.
- Validity: This agreement is valid from 16-07-2020 to 16-07-2025. The renewal of the agreement would be based on a favorable assessment on the performance of the Training Associate by 1st Party.
- Termination: This agreement is liable to be terminated by 1<sup>st</sup> Party, if the 2<sup>nd</sup> Party violates any of the conditions contained in this agreement. Both the parties can withdraw from the agreement within 1 (one) month duration.

Neither party will be liable for inadequate performance to the Force Majeure: extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

For Dr. KanailalBhattacharyya College

Principal (6|02|202) c. Kanellal Bhattacharyya College Ramrajataia, Howrah-4

Witnesses: Dr. Kanailal Bhattacharyya College

1. Mantu Biswas

2. Prabit Kumar Sanki 3. Sampa Ray Bogchi

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Training Associate

1. Sendif State

2. Anistan Mondal

3. Anamika Dey.



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# MEMORUNDUM OF UNDERSTANDING

This Memorandum of Understanding is made on this date 22/02/2021

at Kolkata.

### By and Between

Peerless Skill Academy, (hereinafter referred to as PSA) having its Head office at Peerless Mansion, 4th Floor, 1, Chowranghee Square, Kolkata-700069 functionally started on 16th December, 2017. which has been promoted by B K Roy Foundation (BKRF), a public charitable trust from the promoters of Peerless group, in collaboration with Ramakrishna Math and Mission (RKM), to provide skill development training and empowerment of women, youth and underprivileged, represented by Sri Kalyan Debnath, CEO, Peerless Skill Academy, the FIRST PARTY.

#### And

Principal Dr. Kanalial Bhattacharyya College (hereinafter referred to as KBC) an Higher Education Institution an Government aided college affiliated to University of Calcutta and having its registered location at 15 Kona Road, Ramrajatala, P.O.: Santragachi, District: - Howrah Pin- 711104, and providing the education services for the purpose of Higher education, which expression shall mean unless the context otherwise provides its successors, administrators, permitted assigns etc., represented by Dr. Kaustubh Lahiri the SECOND PARTY.

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#### Preamble

#### WHEREAS

PSA has been set up with the objective of empowerment of women, youthand underprivileged through skill education and generating livelihood opportunities, it has been accredited as the training partner of National Skill Development Corporation (NSDC), under Ministry of Skill Development and Entrepreneurship, Govt. of India. It has already embarked into 45 courses in more than a dozen of sectors through 20centersaligned to the standards of national Skill Development Corporation (NSDC). In carrying forward the activity, PSA for larger social contribution and social impact generation, it aims at enlarging the scope through a special project "SKILLING THE LEARNER", ("STL") so that the college students while pursuing their formal education can get skilled in areas where they may like to have a professional career as they complete their formal education. This MOU intends to foster cooperation in this regard.

KBC engaged into providing under graduate and post graduate education at 15 Kona Road, Ramrajatala, P.O. Santragachi, District: - Howrah Pin-711104, KBCintends to support skill training for their students through short term courses focused to enhance their employability and proposes to use the provisions of this MoU expressly to impart appropriate Skill Training to the target group as envisaged in this Memorandum of Understanding (MoU), positioned as enabler from the Institute to the students.

NOW, THEREFORE, the Parties hereby record the terms of the understanding as follows:

#### A. PROPOSED SCOPE OF COLLABORATION

Both parties hereby agree to associate themselves and propose to collaborate towards delivering services as per the scope of collaboration broadly defined below:

- PSAiswillingtoofferservices connected to academic delivery, quality assurance, course and curriculum design, content support, Faculty resource support, equipment support, academic administration, evaluation & assessment, certification etc.
- PSAwill provide services towards mobilization of students, campaigns, academic delivery support as per PSA standard. KBC will provide for class room space with required infrastructure and associated logistics, security etc.
- PSA will work with support from KBC for strategy formulation connected to location and courses to offer, academic monitoring, addressing student issues, local connect, periodic review etc.
- 4) PSAwill take all the steps necessary for assessment from NSDC.
- 5) PSAwill discuss with KBCregarding the target group to focus for mobilization and take their assistance wherever feasible.KBCwill also brief PSAabout the progress and background of the students mobilized so that academic delivery is in sync with the desired objective for each course.
- 6) KBCwill provide PSA the database of their Ex-students in addition to supporting mobilization from existing students.
- 7) PSA and KBCbothwill showcase the collaboration through their respective channel of Social / Digital Media and other conventional way, to poolstudents into various coursesensuring that the market communication so made is as per PSA and KBC ethos, philosophy and desired standard.





- 8) Both PSA &KBCunderstand that prime objective of this collaboration is to make students stand on their own feet through employment, self-employment and entrepreneurship. Towards that end while KBCwill ensure the right candidates are provided who are desirous of taking such profession to help PSA to achieve its desired goal.
- It is agreed that a periodic monthly review the status of the candidate's enrollment in the institute will be shared by KBCwith PSA.
- 10) It is also agreed that KBCwill assist PSA to align to the technology platform used by PSA.
- 11) Both parties understand that PSA having collaboration with Ramakrishna Mission (RKM) have some restrictions and boundaries of engaging RKM. PSA will engage with RKM in matters connected to this collaboration.
- 12) Both the party understands this MOU is for the special project "STL" that has been mutually decided and accordingly both the parties would endeavor to achieve the intended objective.

## COURSES FOR WHICH THIS COLLABORATION WILL APPLY

The courses that both the parties agree to proceed with would be as per the Service Level Agreement (SLA) that would be executed based on this MoU. There will be two kinds of channels for collaboration —

- (A) Customized program at the KBC location,
- (B) Exclusive programs for KBC students at PSA locations

However, initially following courses have been identified to start with but not limited to....

- 1. Emergency Medical Technician
- 2. Medical Sales Representative
- 3.Accounts Executive
- 4. Business Development Executive (BFSI)
- 5. Customer Care Executive

Both parties agree that Customized local programs will be decided based on student's availability, willingness and desire of the students to take up the profession with particular emphasis on the provision of training to the pass out graduate students of the college. Availability of trainers locally, ease of academic delivery, utility of the courses in generating livelihood and critical mass of students will also be the factors that will influence the decision.

For exclusive program at PSA centers, besides above factors, **KBC** understands that for such courses the students will have to travel to PSA locations like Kolkata or other places to attend the practical classes.

KBC understand that the target students will not necessarily be from the existing students who are pursing under graduate or post graduate classes, they will also be sourced from passed out students who are at various stages of their higher studies or even those from the drop outs. Since livelihood generation is the focus, KBCwill cooperate.

Courses to offer will be priced at a very concessional and subsidized rate. It is understood by both the parties that these will not be free courses. Wherever possible, attempt will be made to

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mobilizeCSR(Corporate Social responsibility) fund to support such courses by both the parties. Such fee may be collected at local center of KBC, for which a distinct accounting procedure will be developed for KBC to comply with.

## **B. ROLES AND RESPONSIBILITIES:**

The MOU details the roles and responsibilities of the two sides, which shall be as follows

# **PSAOBLIGATION**

- To provide resource support for conducting the programs that are agreed upon herein or through SLA that will be executed from time to time as per NSDC guidelines. The course wise fee structure as placed at the meeting as well as sent to you through mail stands final.
- To design the curriculum for various courses as per industry requirement, objective of the courses.
   aligned to NSDC standard, wherever required. Student mobilization is the responsibility of PSA, whereas assistance from KBC is required regard to Data base, Counselling opportunity etc.
- 3) For all equipment's/ tools/ accessories, teaching aids/ instruments etc. necessary for academic delivery PSA will make necessary arrangements at their expenses. However, KBC may on case-to-case basis provide some support, upon mutual discussions.
- PSA will provide Marketing collaterals like co-branded Banners, Leaflets, Standee etc. for promotional activity. KBC is requested to share their LOGO in this regard.
- 5) PSA will develop the lesson plan, class schedules and monitor the implementation of the same
- 6) PSA will be responsible for assessment, evaluation and certification for the courses. For courses that will be aligned to NSDC standard, assessment as per NSDC requirement will have to be conducted by PSA.
- 7) PSA may appoint a coordinator/supervisor as dedicated to managing relationship with PSA- who will coordinate on a regular basis with KBC. This can be separate for relationship, marketing, counselling and academic coordination.
- 8) Arrangement of Trainers is the responsibility of PSA for conducting courses. Whenever required PSA may with the permission of KBC try to induct college faculties if curriculum & pedagogy permits as perNSDC QP standard. PSAshall put all equipment's, teachers, faculties, to run the center. However, security staff and support staff will be provided byKBC.
- Toprovideawarenessthroughvariousmeansin the normal course through their channels therebyresultingintoincreasedchancesofgetting continuous students flow.
- 10) KBCwill not make use PSA/RKM logo or make use of PSA name except for mutually agreed areas, for whichKBCwill take explicit consent. Similarly,PSA will not make use of KBClogo without their express consent or the areas which are mutually agreed upon.
- 11) Wherever possible PSA will try to organize seminar and Preadmission counselling activities in engagement with KBC to make the trainee to get into suitable course.

Page 4

- 12) PSA shall not be held liable for any damages caused by students or nonpayment of fees or any other misconduct, other than on issues connected to inadequate academic delivery, deficiency in academic standard, regarding Academic Curriculum, Pass/Fail matter or any other post admission Procedures or Practices or Examination Standards etc.
- 13) PSAshall not be held solely liable for any disturbances from local people, political forces, antisocial activities, clubs, society or landlord of the places wherePSA is taking services from KBC, save and except when such things originate due to lack of facilities at the center for which PSA is obliged. If such problem arises then PSA and KBC will take mutual call to shift the classes to any other suitable place or stop the activities.
- 14) PSA will provide Self Employment & placement assistance to pass out students as applicable
- 15) Mr. Partha Pandit, Mr. Amit Basak, Mrs. Jayita Das Maitra on behalf of PSA will coordinate the project
- 16) The full project will be coordinated & lead by Mr. Maitreya Basu along with his team

#### **KBC OBLIGATION**

- KBCshall share names of their authorized representatives who will serve as the point of contact for and withPSA.
- PSAwill be responsible for mobilization, market connect activities, campaigns, organizingmobilization events, marketing activities for mobilization. KBC will assist through its own channel.
- 3) Sourcing of students related to ongoing students, passed out students and drop outstudents will be a part of mobilization drive of PSA, where KBC will assist. KBCmay pass on this list to PSAwho can also assist for reaching the mass.
- 4) PSA will develop all marketing collaterals (flex, banners, posters, leaflets, brochures, hoardings, fliers) used by it in the normal course of campaigns. if KBC proposes to develop different collaterals, the same should be shared with PSA and will be put to use with mutual consent. If KBClikes to use any other means of communications like social media campaigns, electronic or print media campaigns the cost of the same would be borne byKBC.
- KBCshalltakeallstepsas necessaryaction tosetup/ provide infrastructure with all facilities for agreed courses as per PSA and NSDC standard.
- 6) For equipment/ tools/ accessories, teaching aids/ instruments etc. necessary for academic delivery PSAwill make necessary arrangements at their expenses. However, KBC may on case-to-case basis provide some support, upon mutual discussions. Infrastructure support like classroom and related classroom facilities will be provided by KBC
- 7) KBC will align to the technology platform that PSA uses due to alignment with NSDC standard as

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admissible, wherever possible these issues will be discussed and codeveloped, if necessary

- 8) KBC shall not be held liable for any dissatisfaction of students regarding Academic Curriculum. Education Standard, Pass/Fail matter or any other post admission Procedures or Practices or Examination Standards
- KBC will provide space for centers for the indicated courses in time ensuring adequate facilities, like electricity, electricity charges, water, sanitation, taxes, security services for which PSA will not make any payment.
- 10) KBCwill own responsibilities of security, upkeep and maintenance of items that will be used for courses as per this MoU including putting up necessary human resources.
- 11) KBC will share with PSAmobilization progress as well as financial records as per process and procedure that will be mutually agreed upon.
- 12) All accounting matters will be jointly addressed and the same will be led by PSA
- 13) KBC will provide necessary infrastructure for conducting the classes.
- 14) KBC will collect fees and will remit the entire fees in PSA's Bank A/C. Therefore, each of the party will share the BANK details for remittance.
- 15) Candidate should get relevant money receipt from KBC end on behalf of PSA with relevant specification.
- All admission details will be shared with PSA on day-to-day basis.
- 17) KBC will share student data base to PSA to provide opportunity for counselling the students, assist in campaign through college ecosystem.
- 18) KBC will provide coordinating team / person for this project.

## C) BRANDING:

- The use of the name, logo and/or official emblem of any of the parties on any publication, document and/or paper /digital media is only allowed after seeking explicit prior approval in writing by eitherparty.
- Under no circumstances logo of Ramakrishna Mission and Math (RKM) will be used by K8C for any purpose, document or communication save and except which are mutually agreed upon with explicit consent of RKM.
- The content used for all kinds of campaigns need to be discussed mutually before these are put to use.
- 4) This MoU do not pertain to RKM centers, unless specifically agreed upon by PSA and RKM in writing.
- Both the parties agree that post execution of MoU the same can be declared in the respective websites and social media. This MoU provides consent for use of logo for this declaration only.
- 6) Necessary branding with cobranded creative will be endorsed by KBC coordinator.



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# D) CONFIDENTIALITY, NON DISCLOSURE, PUBLIC ANNOUNCEMENTS

- 1) During the term of this MOU, both parties will be bound by Confidentiality and Non Disclasure and neither will reveal confidential information received as part of the collaboration hereunder to a third party. Non-disclosure only applies to information that is not already readily available in the public domain, or which a party rightfully has obtained elsewhere, or which a party has been ordered by a relevant court or authority to reveal or obtained by either parties/ created during the performance of the MOU.
- 2) Both the parties shall, and shall ensure that their affiliates, and their employees, directors. officers, agents and representatives, keep the terms of this Agreement and any and all information exchanged in pursuance hereof, strictly confidential and shall not, and shall ensure that its representatives do not, disclose any such information to any third party, without each other's prior written consent.
- The above confidential clause under this MOU excludes the information/data possessed by either party before entering into this MOU or independently developed
- 4) KBC shall not make any public announcements or issue any advertisement, promotional material or release or any other similar document, nor participate in any media interview in relation to any transaction relating to this Agreement, the existence or terms of this Agreement, without the prior consent of PSA, including in relation to the form thereof. Howeverboth parties may get engaged into social media campaigns, seminars, public speech, PR activities, which when happens need to be engaged with prior consent or subsequent ratification. Same applies to PSA towards its commitment to KBC.

# E) LEGAL PROVISIONS:

- 1) AUTHOURITY: The MOU as outlined in this is meant to describe the nature and intentions of collaboration betweenPSA and KBC to mutual areas and agreement for collaboration. Nothing parties, norany constraints be imposed by either party upon each other, and nothing in this. Agreement shall be deemed to create partnership, joint venture or agency relationship between the parties The MOU is not intended to create any legal relation of employer-employee or of principal and agent amongst
- 2) DISPUTES: Any controversy or claim arising out of or relating to this MOU, or the breach thereof, will be settled through arbitration as per the provisions of Indian arbitration Act.
- AMENDMENT: This AGREEMENT may be amended only by a written instrument signed by the duly authorized representatives of both Parties.
- PARTIAL INVALIDITY: If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in force without

being impaired or invalidated in any way.

- 5) GOVERNING LAW: This MOU will in all respects be governed by and construed in accordance with the laws of India. Notwithstanding anything contained in this agreement, the terms and conditions as agreed will not have an overriding effect over and above guidelines of NSDC/SSC/ PMKVY under. Govt. of India.
- 6) THE INTELLECTUAL PROPERTY RIGHTS (IPR) that arise as a result of joint research and collaborative activity under the agreement will be worked out on a case to case basis and will be consistent with officially laid down IPR policies of the two parties.
- ARBITRATION In the event of breach of this MoU the Parties shall make reasonable efforts to reach an amicable settlement thereof. If the Parties cannot reach an amicable settlement all disputes arising in connection with this MoU thereof within 30 days of the dispute or difference arising then either Party may refer such dispute or difference to arbitration. Arbitration shall be conducted by a tribunal of 3 arbitrators in accordance with the provisions of Arbitration and Conciliation Act, 1996, with each Party nominating an arbitrator and the two arbitrators so appointed appointing the third arbitrator. The venue of arbitration shall be Kolkata and the language of arbitration shall be English. The arbitral award shall be final and binding on Parties.
- 8) COMPLIANCE WITH LAW: Both parties assure each other that they shall comply with all applicable Laws/rules/regulation and no legal proceedings are pending against them nor are there any threatened legal proceedings against them.
- STANDARD: Both parties shall perform its obligations under this MoU with highest standards expected from it.
- 10) JURISDICTION: Agreement is made and shall be construed in accordance with laws of India. This MOU shall be subject to the exclusive jurisdiction of the Kolkata Courts.

## F) COMMERCIAL PROPOSITION:

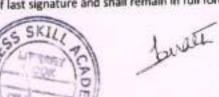
Both the parties understand that commercial proposition would vary according to nature of course, course duration, target group and intended benefit to the students. It will also be dependent on the value proposition that this collaboration brings to both the parties.

Accordingly, the commercial terms of this agreement will be as per separate Service Level Agreements (SLA) that will be executed from time to time. This SLA and any subsequent SLAs would be consideration for and integral part of this agreement.

## G) TENURE OF MOU AND TERMINATION:

1) This instrument is executed as of the date of last signature and shall remain in full force and effect up





to 3 (Three) year unless terminated earlier in accordance with the provisions of this Agreement

- 2) Parties may extend the Term for a period of another 1 year on mutually agreed terms and conditions
- 3) During the tenure of the MoU, parties hereto may terminate the MoU either for breach of the terms and conditions of the MoU or otherwise by giving a 3 (three) months' notice in writing to the defaulting party within which period all financial reconciliation are to be completed by and among the parties. Failure of either party to terminate the MoU on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this MoU.
- 4) Both parties may terminate this Agreement if any representation or warranty of the Institute set out in relevant clause below is untrue.
- 5) Any such termination shall not affect the smooth course completion of the existing batch of students and upon serving of notice of termination by any of the parties, the Institute shall immediately restrain itself from further induction of any new batch of students and / or individual students.
- Upon expiry or termination of this Agreement,
  - (a) Parties shall be relieved of their respective rights and obligations under this Agreement save such obligations and liabilities that accrued prior to termination, or those which survive termination of this Agreement;
  - (b) Both parties shall ensure that their representative shall, return to the other party, all course materials, any designs, layouts, advertising, promotional or other material including infrastructural and equipment's procured / provided by or on behalf of the parties and Confidential information that both parties have in its possession or control;
  - (c) Both parties shall cease using any and all Intellectual Property Rights other materials, logos, marks, artwork and imagery provided by or on behalf of the respective parties and the granted to such parties in relation thereto shall forthwith terminate.
  - (d) Parties shall cease using the logos etc. in connection with other projects.
- No waiver, amendment or other modification of this Agreement shall be effective unless in writing and signed by each Party.

## H) REPRESENTATIONS AND WARRANTIES

Parties represent and warrant that:

- it has the capacity and all the necessary power and authority to enter into and perform all its obligations hereunder and to undertake the transactions contemplated hereby;
- entering into this Agreement or performance of the obligations hereunder shall not result in a violation of or non-compliance with any applicable laws and it shall at all times comply with the applicable laws;





- 3. It has obtained all permits and licenses, if any, required or desirable to be obtained by it in connection with this Agreement and the performance of its obligations hereunder and shall at all times maintain such permits and license and keep them valid and subsisting.
- A. It is not subject to any bankruptcy proceedings and there are no circumstances which exist that may entitle any creditor to appoint a receiver or to petition for winding up or to exercise any other rights over or against its assets:
  - 5. this Agreement and the other documents entered into in connection herewith have been duly executed and delivered by it and constitute or will constitute, following the execution and delivery of this Agreement and such other documents, valid and binding obligations of Institute, enforceable against it in accordance with its terms;
  - 6. none of the execution or delivery of this Agreement, the consummation of transactions hereby contemplated or compliance with the terms hereof, will conflict with or result in a breach of, or require any consent under the charter documents or any applicable laws or any agreement or instrument to which it is a party or by which it or its property is bound or may be affected or to which it is subject,
  - 7. Each representation and warranty of Institute is true and correct in all respects as on the date of execution of this Agreement and shall remain true and correct on each day of the Term.

This MOU is executed in duplicate with each copy being an official version and having equal legal validity. By signing below, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

Through this MOU PSA and KBCaffirm their commitment to fulfill and achieve the objectives mutually agreed upon in thisMOU. By signing below, the Parties agree that they have all the necessary power and authority and have taken all actions necessary to validate, execute and deliver this MOU and perform its obligations herein.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU in their corporate names by their respective officers duly authorized, on the respective dates hereinafter mentioned.

For Peerless Skill Academy

(A Unit of B K RoyFoundation) brate

(Chief Executive Officer)

Name: Shri Kalyan Debnath 22 2 202

Witness1

Place: "(a)

Date: 22/2/2021

SKI

for Dr.Kanailal Bhattacharyya College

Name: Dr. Kaustubh Lahiri

Witness2

Name: Samin Kuman Nashan Place: Kolhala

Date: 22/02/2021



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

AG 212193

Agreement
Between
Dr. Kanalilal Bhattacharyya College
And
M/s. Inditech Software Wizard Private Limited
Training Associate

This agreement is entered into on this 18th day of July, 2022 in the presence of both parties with effect from 17-07-2022 between Dr. Kanailal Bhattacharyya College, a UGC recognized having its place at 15, Kona Road, Ramrajatala, Santragachhi, Howrah – 711 104(hereinafter referred to as Dr. Kanailal Bhattacharyya College as First Party), which expression shall mean and include its successors, assigns and legal representative on one part:

#### AND

M/s. Inditech Software Wizard Private Limited represented by Director Sri Kaustov Seth (hereinafter referred to as Training Associate as 2<sup>nd</sup> Party), which expression shall mean and include its heirs, successors, assignees and legal representative on the other part.

Whereas Dr. Kanailal Bhattacharyya College desired to engage Inditech Software Wizard Private Limited as Training Associate (TA) for execution of Training & Education for Bachelor of Vocation (B. Voc.) programme in Interior Design in the college campus under UGC norms.

Hereby the two parties enter into this agreement

 Inditech Software Wizard Private Limited shall conduct training and education in designated trades inside the college campus.

FOR INDITECH SOFTWARE WIZARD PVT. LTD.

Adaho Asortista Principal
Principal
Principal
Ramrajatala, Howrah-4

- Awareness, student mobilization and pre-counselling will be the responsibilities of both the party's.
- Dr. Kanailal Bhattacharyya College will provide sufficient infrastructure (immovable fixtures, chairs & tables, board for theory class, electricity, internet connection, supply of water etc. which are needed) to conduct the training smoothly.
- Inditech Software Wizard Private Limited will provide tools & equipments, materials, machineries, manpower etc. required to smoothly run the training.
- Any additional infrastructure or equipments or machineries or manpower required to conduct the courses smoothly, which are not mentioned / accounted herein can be arranged under mutual agreement of both the parties.
- · Cost breakup as on the date of agreement as per mutual agreement is as follows:

Name of the Course	Duration	Module	Course Fee break up (Rs.)	Course Fee in Total (Rs.)	Examination Fee (Rs.)
Interior For Design (B. Voc.)	1 year (240 Hours)	Certificate	9000/-+ 9000/-	18,000/-	1,000/-+ 1,000/-
	6 Months (120 Hours)	Diploma	9000/-	9000/-	1,000/-
	6 Months (120 Hours)	Adv. Diploma	9000/-	9000/-	1,000/-
	1 year (240 Hours)	B. Voc.	9000/- + 9000/-	18,000/-	1,000/- + 1,000/-

- Any addition, alteration on the "Course wise Cost break up" may be done after 1 (one)
  year from the date of this agreement on mutual understanding of both the parties.
- Fees will be collected by the 1st Party. After collection of the fees, 10% will be kept by the 1st Party as their own & balance 90% of the collected fees will be disbursed to the 2nd Party within 7 days of the next month as 2nd Party's sharing.
- The assessment / certification will be the responsibilities of the 2<sup>nd</sup> Party.
- Name of the 1<sup>st</sup> party must be mentioned on the certificates.
- The 2<sup>nd</sup> Party must provide 100% placement opportunities to the students.
- Job Fair must be conducted periodically by the 2<sup>nd</sup> Party with the cooperation of the 1<sup>st</sup>
   Party inside the College campus.
- To carry out any other similar activities with mutual agreement.
- Validity: This agreement is valid from 17-07-2022 to 17-07-2027. The renewal of the agreement would be based on a favorable assessment on the performance of the Training Associate by 1<sup>st</sup> Party.

- Termination: This agreement is liable to be terminated by 1st Party, if the 2nd Party violates any of the conditions contained in this agreement. Both the parties can withdraw from the agreement within 1 (one) month duration.
- Force Majeure: Neither party will be liable for inadequate performance to the
  extent caused by a condition (for example, natural disaster, act of war or terrorism,
  riot, labor condition, governmental action, and Internet disturbance) that was beyond
  the party's reasonable control.

For Dr. KanailalBhattacharyya College

Principal

A. Kanallal Shattacharyya College
Ramrajatala, Howrah-4

Witnesses: Dr. Kanailal Bhattacharyya College

1. Prabis Kumas Sanki

2. Mantu Biwas

3. Samer Keemar Nasyaz.

For Inditech Software Wizard Pvt. Ltd.

For INDITECH SOFTWARE WIZARD PVT, LTD.

18 19 12427 Director.

Training Associate

1. Pandip Sol

2. Arisban Mondal

3. Anamika Dey.



পশ্চিষ্কল पश्चिम बंगाल WEST BENGAL

29AA 724293

Agreement
Between
Dr. Kanalilal Bhattacharyya College
And
M/s. Inditech Software Wizard Private Limited
Training Associate

This agreement is entered into on this 11<sup>th</sup> day of April, 2023 in the presence of both parties with effect from 18<sup>th</sup> November, 2022 between Dr. Kanailal Bhattacharyya College, a UGC recognized having its place at 15, Kona Road, Ramrajatala, Santragachhi, Howrah – 711 104(hereinafter referred to as Dr. Kanailal Bhattacharyya College as First Party), which expression shall mean and include its successors, assigns and legal representative on one part:

AND

M/s. Inditech Software Wizard Private Limited represented by Director Sri Kaustov Seth (hereinafter referred to as Training Associate as 2<sup>nd</sup> Party), which expression shall mean and include its heirs, successors, assignees and legal representative on the other part.

Principal

Or. Kansilal Shattacharyya College

Ramrajatala, Howrah-4

FOI INDITECH SOFTWARE WIZARD PVT. LTD.

Director.

क्रिक वर 266 जर 11/04/2023

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Whereas Dr. Kanailal Bhattacharyya College desired to engage Inditech Software Wizard Private Limited as Training Associate (TA) to run the designated courses in the college campus.

Hereby the two parties enter into this agreement

- Awareness, student mobilization and pre-counselling will be the responsibilities of both the party's.
- The designated courses will be considered as compulsory for all the students of the College.
- Dr. Kanailal Bhattacharyya College will provide sufficient infrastructure (immovable fixtures, chairs & tables, board for theory class, electricity, internet connection, supply of water etc. which are needed) to conduct the training smoothly.
- Inditech Software Wizard Private Limited will provide tools & equipments, materials, machineries, manpower etc. required to smoothly run the training.
- Any additional infrastructure or equipments or machineries or manpower required to conduct the courses smoothly, which are not mentioned / accounted herein can be arranged under mutual agreement of both the parties.
- Course wise Cost breakup as on the date of agreement as per mutual agreement is as follows:

SI.	Name of the	Duration	Course Fee	Course Fee in	Examination
No.	Course		break up (Rs.)	Total (Rs.)	Fee (Rs.)
1.	Communicative English	1 year (60 Hours)	400/-	400/-	NA

- Any addition, alteration on the "Course wise Cost brek up" may be done after 1 (one)
  year from the date of this agreement on mutual understanding of both the parties.
- Fees will be collected by the 1st Party. After collection of the fees, 10% will be kept by
  the 1st Party as their own & balance 90% of the collected fees will be disbursed to the
  Znd Party within 7 days of the next month as 2nd Party's sharing.
- The assessment / certification will be the responsibilities of the 2<sup>nd</sup> Party.
- Name of the 1st party must be mentioned on the certificates.
- To carry out any other similar activities with mutual agreement.
- Validity: This agreement is valid from 18-11-2022 to 18-11-2025. The renewal of the agreement would be based on a favorable assessment on the performance of the Training Associate by 1\* Party.

Principal

Dr. Kanalid Bhattacharyya College
Ramrajataia, Howrah-4

FOR INDITECH SOFTWARE WIZARD PVT. LTD.

Director,

- Termination: This agreement is liable to be terminated by 1st Party, if the 2nd Party violates any of the conditions contained in this agreement. Both the parties can withdraw from the agreement within 1 (one) month duration.
- Force Majeure: Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

For Dr. KanailalBhattacharyya College

Principal Dr. Kanaliai Shattacharyya College Ramrajatala, Howrah-4

For Inditech Software Wizard Pvt. Ltd.

For INDITECH SOFTWARE WIZARD PVT, LTD.

Witnesses: Dr. Kanailal Bhattacharyya College

1. Mantu Pomas 2. Samir Keemas Nasyas.

3.

Training Associate

1. Def Sold

2. Anisban Moralal

3. Anamika Dey.



পশ্চিমারুগ पश्चिम बंगाल WEST BENGAL

70AB 654271

Memorandum of Understanding for opening Learner Support Centre / Study Centre for Post-Graduate Programme(Geography )of Netaji Subhas Open University

In terms of Netaji Subhas Open University First Statutes (Revised), 2014 No. 8(4) and No. 24(5) and in tune with the UGC (ODL programmes & Online Programmes) Regulations, 2020, this Memorandum of Understanding (MOU) is being signed between the University and the host Institution where the Learner Support Centre (LSC)/ Study Centre is housed.

In full appreciation of the aims and objectives of the University as well as its operational principles, the undersigned as the Head of

(Name of the Institution) Dr. Kanailal Bhattacharya College

affiliated to University Of Calcutta

Located at the address: Dharmatala, Ramrajatala, Santragachi
Dist-Howrah, Pin-711104, West Bengal

puts on record the consent of the authorities of the Institution to house a Learner Support Centre(LSCs)/Study Centre (herein after the Centre) of the Netaji Subhas Open University (herein after the University or NSOU as it is commonly known) under the following terms and conditions:

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Page 1 of 5

Metaji Subhas Open University

- 2 AUG 2022

- 2 AUG 2022

- to make available for the said purpose necessary infrastructure such as two rooms each of size at least 600 sq ft. and provide services for efficient running of the Centre, including receiving of study materials from the University and distribution of the same to individual student;
- To provide the class rooms/ seminar room as per requirements of the teachinglearning processes.
- iii) to comply with the Rules and Regulations, which are already in force and/ or which to be introduced by the University &/or the UGC-Distance Education Bureau (DEB) &/or other statutory body(ies) as may be applicable, in respect of LSCs / Study Centres from time to time;
- iv) to run the Post Graduate LSCs / Study Centres offering Arts, Commerce & Mathematics only out of the share amount received from the University in this regard as per the norms of the University which are in force and which may be promulgated from time to time.
- v) to maintain complete records of:-
  - (a) all expenses including those incurred out of the amount received by the LSC/ Study Centre,
  - (b) student enrolment, renewal and assessment in different subjects,
  - (c) academic and supportive staff working at the LSC/ Study Centre and
  - (d) all programmes of the LSC/ Study Centre;
- to conduct examinations as and when required, in consonance with the schedule announced by the University;
- vii) to send regular reports to Director, Study Centres and/or other concerned officers of the University regarding the activities, needs and progress of the LSC/ Study Centre and to allow visiting teams consisting of University authorities and/ or any person who may be authorized by the University for monitoring purposes.
- viii) All teachers (including SACT-I) of LSCs have to participate in any academic activities as and when instructed by the University.
- ix) To engage coordinator along with other supporting staff following the G.B. (of the College/HEI concerned) resolution under intimation to the Director, Study Centres, NSOU.
- x) It would be the responsibility of all academic counsellors attached to the LSC/ Study Centre to participate in the teaching -learning and evaluation process of NSOU viz., Personal Contact Programme (PCP) and evaluation of answer papers of the Term-End and Assignment Examinations as may be assigned to them from time to time by the concerned authority of the college/ LSC/ Study Centre and/or NSOU.
- xi) LSCs/Study Centres will have to conduct laboratory based activities /field work/dissertation/hands on training (as would be applicable) for the enrolled learners of the University as and when instructed by the University.
- xii) The Principal/Teacher-in-Charge/Officer-in-Charge and Coordinator shall abide by the provisions of the relevant sections of NSOU Statutes /Law/Regulations and other directions which may be relevant for the purpose of the smooth running of the LSCs / Study Centres.

- xiii) LSCs / Study Centres shall create a TAB in the college Website for NSOU to give all information relating to the University. All the notices and schedules relating to Admission, Renewal, Personal Contact Programme, Examinations etc will be uploaded on the relevant link (TAB) of the college website.
- xiv) The Learner Support Centre/ Study Centre will put a notice board and signboard depicting the University name and logo at a distinct place in the college premises in order to make the same visible.
- xv) It shall be the responsibility of the LSC/ Study Centres to submit the Audit Report of the grants received by them by 31" May each year.
- xvi) Programme Offered: Vide Annexure (the programmes offered by the university to the LSC/Study Centre are provided in the annexure herein and shall be treated as the part and parcel of this agreement).
- xvii) The LSCs/study centre will organize Induction Meeting before the commencement of each academic session with newly admitted students. University officials (faculties/officer) may participate in the programme whenever necessary on invitation.
- xviii) The LSCs/ study centre should strictly follow the normal working hours which are as follows::

Saturday (2pm to 5pm); Sunday (10.30am to 5.30pm)

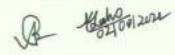
- xix) The college/Higher Education Institution will not open more than two LSCs of two different Universities including NSOU. And it shall be the duty of the college to inform the NSOU if and when the second LSC is opened and put to function.
- Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, alteration, variation and repeal in laws or regulations that are in force, national strikes, fire, explosion, generalized lack of availability of raw materials or energy; provided that the parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic which is ongoing as of the date of the execution of this agreement.

For the avoidance of doubt, Force Majeure shall not include:-

- financial distress nor the inability of either party to make a profit or avoid a financial loss,
- (b) changes in the market prices or conditions, or
- (c) a party's financial inability to perform its obligations hereunder.

This Force Majeure Clause applies for parties entering into the instant contract in the middest of the ongoing Covid-19 pandemic, and with restrictions imposed by the appropriate government which want to ensure that current existing circumstances at the time of execution of this agreement and/ or MOU are not considered Force Majeure events.

xxi) In case of any litigation the High Court of Calcutta, should be the authority.



xxii) The Clauses on Termination of this instant agreement shall be made on mutually agreed conditions subject to the protection of learners' interest and without causing any prejudice to them who are already enrolled.

This MOU comes into effect on the 200 day of Sept-2022.

Signed on behalf of the	University

Centre

Place: \_kolka

Date:

(Official Seal)

Director, Study Centres Netaji Subhas Open Uni DD-26, Sector 1, Se Kolketa-700 D

Witness:

-14 aho

Signed on behalf of the Study

Kolkata Place:

02/09/2022 Date:

(Official Seal)

Principal Dr. Kanaliai Shattacharyys College Remrejatels, Howreh-4

Witness: Sulapa mulchenjee 2.9.22

### Annexure-I

Subjects offered to Dr. Kanailal Bhattacharya College Study Centre under Post Graduate Programme of the University

1. Geography

Director, Study Centres

Director, Study Centres Netaji Subhas Open University DD-26, Sector 1, Selt Lake Kolkata-700 064

Principal
Dr. Kanalisi Shattacheryya College
Ramrajataia, Howrah-4



পশ্চিমারণ पश्चिम बंगाल WEST BENGAL

65AB 996738

Memorandum of Understanding for opening Learner Support Centre / Study Centre for Under Graduate and Post-Graduate (Non-lab) Programmes of Netaji Subhas Open University

In terms of Netaji Subhas Open University First Statutes (Revised), 2014 No. 8(4) and No. 24(5) and in tune with the UGC (ODL programmes & Online Programmes) Regulations, 2020, this Memorandum of Understanding (MOU) is being signed between the University and the host Institution where the Learner Support Centre (LSC)/ Study Centre is housed.

In full appreciation of the aims and objectives of the University as well as its operational principles, the undersigned as the Head of

(Name of the Institution) Dr. Kanailal Bhattacharya College
affiliated to University of Calcutta

Located at the address: Dharmatala, Ramrajatala, Santragachi;
Dist-Howrah; Pin-711104; West Bengal

puts on record the consent of the authorities of the Institution to house a Learner Support Centre(LSCs)/Study Centre (herein after the Centre) of the Netaji Subhas Open University (herein after the University or NSOU as it is commonly known) under the following terms and conditions:

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Page 1 of 5

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	DateRs.10/-
Name	.800.
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Stamp Vender	Alipure Judge's Court, Kol-27 Val - 64
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- to make available for the said purpose necessary infrastructure such as two rooms each of size at least 600 sq ft. and provide services for efficient running of the Centre, including receiving of study materials from the University and distribution of the same to individual student;
- To provide the class rooms/ seminar room as per requirements of the teaching-learning processes.
- iii) to comply with the Rules and Regulations, which are already in force and/ or which to be introduced by the University &/or the UGC-Distance Education Bureau (DEB) &/or other statutory body(ies) as may be applicable, in respect of LSCs / Study Centres from time to time;
- iv) to run the Post Graduate LSCs / Study Centres offering Arts, Commerce & Mathematics only out of the share amount received from the University in this regard as per the norms of the University which are in force and which may be promulgated from time to time.
- v) to maintain complete records of:-
  - (a) all expenses including those incurred out of the amount received by the LSC/ Study Centre,
  - (b) student enrolment, renewal and assessment in different subjects,
  - (c) academic and supportive staff working at the LSC/ Study Centre and
  - (d) all programmes of the LSC/ Study Centre;
- vi) to conduct examinations as and when required, in consonance with the schedule announced by the University;
- vii) to send regular reports to Director, Study Centres and/or other concerned officers of the University regarding the activities, needs and progress of the LSC/ Study Centre and to allow visiting teams consisting of University authorities and/or any person who may be authorized by the University for monitoring purposes.
- viii) All teachers (including SACT-I) of LSCs have to participate in any academic activities as and when instructed by the University.
- ix) To engage coordinator along with other supporting staff following the G.B. (of the College/HEI concerned) resolution under intimation to the Director, Study Centres, NSOU.
- x) It would be the responsibility of all academic counsellors attached to the LSC/ Study Centre to participate in the teaching -learning and evaluation process of NSOU viz., Personal Contact Programme (PCP) and evaluation of answer papers of the Term-End and Assignment Examinations as may be assigned to them from time to time by the concerned authority of the college/ LSC/ Study Centre and/or NSOU.
- xi) LSCs/Study Centres will have to conduct laboratory based activities /field work/dissertation/hands on training (as would be applicable) for the enrolled learners of the University as and when instructed by the University.
- xii) The Principal/Teacher-in-Charge/Officer-in-Charge and Coordinator shall abide by the provisions of the relevant sections of NSOU Statutes /Law/Regulations and other directions which may be relevant for the purpose of the smooth running of the LSCs / Study Centres.





- xiii) LSCs / Study Centres shall create a TAB in the college Website for NSOU to give all information relating to the University. All the notices and schedules relating to Admission, Renewal, Personal Contact Programme, Examinations etc will be uploaded on the relevant link (TAB) of the college website.
- xiv) The Learner Support Centre/ Study Centre will put a notice board and signboard depicting the University name and logo at a distinct place in the college premises in order to make the same visible.
- xv) It shall be the responsibility of the LSC/ Study Centres to submit the Audit Report of the grants received by them by 31s May each year.
- Programme Offered: Vide Annexure (the programmes offered by the university to the LSC/Study Centre are provided in the annexure herein and shall be treated as the part and parcel of this agreement).
- xvii) The LSCs/study centre will organize Induction Meeting before the commencement of each academic session with newly admitted students. University officials (faculties/officer) may participate in the programme whenever necessary on invitation.
- xviii) The LSCs/ study centre should strictly follow the normal working hours which are as follows::

Saturday (2pm to 5pm); Sunday (10.30am to 5.30pm)

- xix) The college/Higher Education Institution will not open more than two LSCs of two different Universities including NSOU. And it shall be the duty of the college to inform the NSOU if and when the second LSC is opened and put to function.
- Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, alteration, variation and repeal in laws or regulations that are in force, national strikes, fire, explosion, generalized lack of availability of raw materials or energy; provided that the parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic which is ongoing as of the date of the execution of this agreement.

For the avoidance of doubt, Force Majeure shall not include:-

- financial distress nor the inability of either party to make a profit or avoid a financial loss,
- (b) changes in the market prices or conditions, or
- (c) a party's financial inability to perform its obligations hereunder.

This Force Majeure Clause applies for parties entering into the instant contract in the middest of the ongoing Covid-19 pandemic, and with restrictions imposed by the appropriate government which want to ensure that current existing circumstances at the time of execution of this agreement and/ or MOU are not considered Force Majeure events.

xxi) In case of any litigation the High Court of Calcutta, should be the authority.

Kaushallakus

- The Clauses on Termination of this instant agreement shall be made on mutually agreed conditions subject to the protection of learners' interest and without causing any prejudice to them who are already enrolled.
- xxiii) This MOU is subject to further revision, if any, when the Regulations of the University comes into force

day of Januarry This MOU comes into effect on the Zo Ho 2022 2025 and this is in continuation of the previous MOU(s)

Signed on behalf of the University

Place: Kolkata

Date: 20.01.2023

(Official Seal) Director, Study Centres Netaji Subhas Open University DD-26, Sector-1, Salt Lake Kolkata-700 064

Witness:

Assistant Registrar, Study Centres Netaji Subhas Open University DD-26, Salt Lake, Sector-1, Kolkata-700064

Kawat Vol Lahow Signed on behalf of the Study Centre

Place: Kolkata

Date: 26 01 2023

(Official Seal) Principal Dr. Remaind Shattacheryya College Ramministra Rossen-4

Witness:

Poalus Kuman Sanki 20.01.2023

### Annexure-I

Subjects offered to Dr. Kanailal Bhattacharya College Study Centre under Under Graduate and Post Graduate Programme of the University

## Under Graduate / BDP Programme

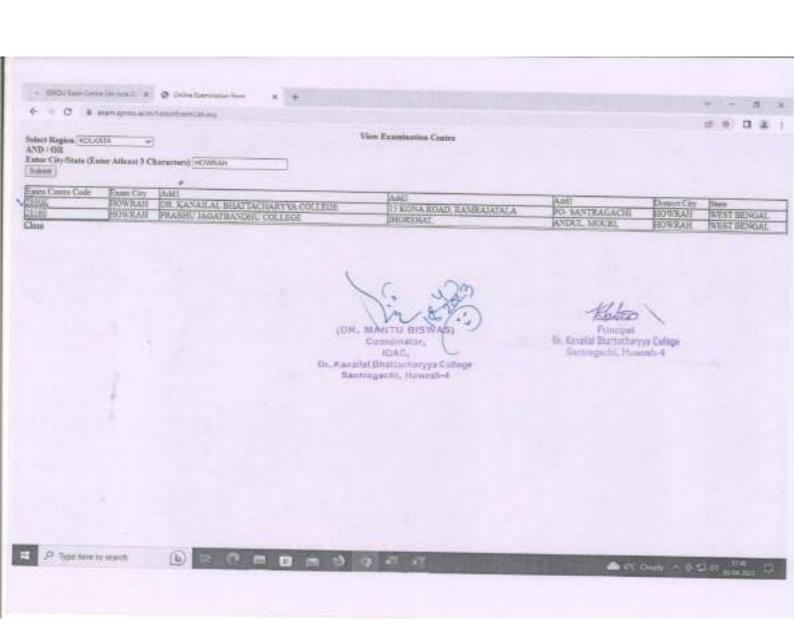
- 1. Bengali
- 2. English
- 3. History
- 4. Political Science
- 5. Commerce
- 6. Education
- 7. Geography
- 8. Zoology

# Post Graduate Programme/ Second Degree/Post Graduate Diploma

- 1. Bengali
- 2. English
- 3. History
- 4. Political Science
- 5. Public Administration
- 6. Education
- 7. Commerce
- 8. Mathematics
- English Language Teaching
- 10.Library and Information Sciences
- 11.Social Work
- 12. Bachelor of Library and Information Sciences
- 13. Advance Diploma in Journalism and Mass Communication
- 14. Advance Diploma in Public Relation and Advertising
- 15. Advance Diploma in English Language Teaching

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Ca. Richard State College
Particular St

Director, Study Centres Director, Study Centres Netaji Subhas Open University DD-26, Sector-1, Salt Lake Kolkata-700/064 5 of 5





### পশ্চিমবঙ্গ पश्चिम बंगाल अस्तर्भारोधिक & UNDERSTANDING (MOU) {LEARNER SUPPORT CENTRE (LSC)}

AH 844853

This "Memorandum of Understanding" (Here – in – after called the "MOU") is executed on the 2nd day of February 2023 and shall be effective commencing from \_\_\_\_\_ (Here – in – after referred to as the "Effective Date") at New Delhi,

#### BY & BETWEEN

INDIRA GANDHI NATIONAL OPEN UNIVERSITY (IGNOU), a National University established by an Act of Parliament i. e., Indira Gandhi National Open University Act, 1985 (Act No. 50 of 1985) having its Headquarters at Maidan Garhi (New Delhi – 110068) (Here – in – after for the sake of brevity referred to as "IGNOU", which expression unless excluded by or repugnant to the context or meaning hereof, shall include its Successor (s), Administrator (s) or Permitted Assignee (s)), being represented through its Authorized Signatory, \_\_\_\_\_\_\_, Registrar (Administration) of the FIRST PART.

NAME OF THE COLLEGE / INSTITUTION / UNIVERSITY Dr. Kanailal

(Details of the College / Institution / University), having its Office at 15 Kona Road
Ramnajatala P.O. Santragachi Hownah PIN 711104

(Here - Th - after for the sake of brevity referred to as the "HOST INSTITUTION" or "LEARNER SUPPORT CENTRE (LSC)" which expression unless excluded by or repugnant to the context or meaning hereof, shall include its Successor (s), Administrator (s) or Permitted Assignee (s)), being represented through its Authorized Signatory, "PRINTER OF THE CONTROL (Name & Designation), DE KANNILLE BRATTICES (Name of the College / Institution / University) of the SECOND PART.

**HERE-IN-AFTER**, individually referred to as the "**Party**" and collectively referred to as the "**Parties**"

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WHEREAS, IGNOU is an autonomous University established by an act of Parliament with a view to democratize education and disseminate knowledge through multiple media for the benefit of large section of society within the country, especially the weaker and disadvantaged groups through Open and Distance Learning (ODL). In order to fulfill the vision of democratizing higher education and providing access to all segments, the University has the mandate to impart education and knowledge through various flexible means suited to the open and distance education mode i. e.,

- To provide access to higher education to all segments of the Society; (1).
- To offer high-quality, innovative and need-based programmes at different levels, to (ii). all those who require them;
- To reach out to the disadvantaged by offering programmes in all parts of the (iii). country at affordable costs; and
- (iv). To promote the standards and quality of education offered through Open and Distance Learning in the country;

WHEREAS, (Name of the College / Institution / University) is affiliated to University of Calcular University or Government recognized Higher Educational Institution offering programmes in the same broad areas having the necessary infrastructure and human resources for offering the programmes.

In. Kanailal Bhotlachanyka College 15 Kona Road, Ramonajotola, P.a Santnagachi Hownesh, PIN 711104

(Details of the College / Institution / University).

AND WHEREAS, given the mission of the (Name of the College / Institution / University) and IGNOU in the spheres of education and their interests in teaching and research in the field of distance and open learning, the Parties herein above agree and undertake towards each other to offer programmes under Distance Education System with the Learner Support Centres (LSC) for such academic programmes identified and activated at the LSC as agreed upon.

THAT, both the parties have agreed upon the terms and conditions governing their relationship for their co-operation to provide educational opportunities to communities at large.

NOW THEREFORE, IN VIEW OF THE FOREGOING PROMISES AND IN FURTHER CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS GIVEN UNDER:

#### OBLIGATIONS OF THE "HOST INSTITUTION': 1.

Physical Infrastructure Requirements: (i). The Host Institution will:

> Kaustablileta Principal Dr. Kanailal Bhattacharyya College Santragachi, Howrah-4

- (a). Provide minimum three to four rooms with space of approx. 400-600 square feet with required furniture and equipment exclusively for office use of IGNOU, (for office of Coordinator and for storing records, assignments, printed materials etc.) without charging any rent;
- (b). Provide class rooms with required furniture which can be used for holding academic counselling sessions as per academic calendar of IGNOU, without charging any rent;
- (c). Extend the use of Laboratory and Computer to IGNOU Learners for specialized programmes requiring use of institutional infrastructure facilities as per IGNOU norms;

(d) Extend facilities for use of library to IGNOU learners for reference

purposes;

- (e). Provide space at a prominent place for installing IGNOU signboard;
- (ii). Digital / Online Requirements: The Host Institution will:
  - (a). Provide/Share adequate number of Computers, Printers, scanner, Internet facility, Web Cam, LCD Projector, high speed broad band, for office use and for facilitating processing of online assignment system and other online support activities of IGNOU;
  - (b). Provide a full fledged computer lab equipped with computers, internet, broadband facilities to facilitate processing of online assignment system and other online activities of IGNOU as per requirements of study for the university programmes;
  - (c). Provide/Share Online / DTH facilities for access to Gyan Darshan / Gyan Vani transmissions;
- (iii). Manpower Requirements:

The Head of the Host Institution will:

- (a). Recommend a panel of three names of senior most academics from among the regular academics to IGNOU for engagement as part time Coordinator, not below the rank of Assistant Professor, for coordinating and managing all the activities of IGNOU;
- (b). Allow the Coordinator to engage Assistant Coordinators and other part time staff drawn from the regular staff of the host institution and as per IGNOU norms;

 Assume the charge of Coordinator in case there is no Assistant Coordinator and Coordinator is unavailable during intermittent periods as an interim arrangement;

Allow its faculty for empanelment as Academic Counselor of IGNOU;

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Dr. Kanailai Bhattacharyya College
Santragachi, Howrah-4

- (e) Carry out distribution of study material provided by the Material Production and Distribution Division, IGNOU as per IGNOU norms;
- (iv). Learner Grievance Redressal Mechanism: The Host institution will have in place a dedicated helpdesk with a dedicated staff for addressing all learner grievances received at the LSC in person, by post or through email.

### OBLIGATIONS OF IGNOU:

- (i). Convey the approval of engagement of part time Coordinator from the panel recommended by the Head of Host Institution and pay monthly honorarium at the prescribed rates of the University;
- (ii). Empanel part time Academic Counsellors/Evaluator as per specified nomenclature, and make payment of remuneration to them as per IGNOU norms;
- (iii). Convey the approval of engagement of part time staff on the basis of recommendation of the Coordinator and pay remuneration as per IGNOU norms;
- (iv). Will pay hiring charges towards the use of Computers/Laboratory / Equipment /Consumables (provided they are used by learners) for programme requirements as per IGNOU norms;
- (v). Will pay the hiring charges to the LSC for the use of computers and computer accessories for IGNOU activities used by the host institution as per IGNOU norms;
- (vi) Will pay handling charges for the distribution of study materials to learners as prescribed by the university (if required);
- (vii). Monitor and supervise and visit the LSC at any time to ensure that LSC under this MOU are being run as per standards of IGNOU;

## 3.1 EFFECTIVE DATE, DURATION & TERMINATION:

- (i). This MOU shall enter into force from \_\_\_\_\_\_\_ (Here-in-after referred to as the "Effective Date") and shall be valid for a period of Five (05) years ending on \_\_\_\_\_\_ with the option of renewal. The term of this MOU may be further renewed on terms and conditions mutually agreed upon and recorded in writing between the Parties. The processes of renewal must necessarily be started six months before the termination date. However, students admitted to any programme during the period of validity of this MOU will be enabled to complete their programmes of study and appear in the relevant examinations, and the obligations of the respective Parties will continue to be in force during such period irrespective of termination of the agreement.
- (ii). Either party may terminate this MOU by providing the other party with Six Calendar Months advance notice. Such termination shall take effect at the end of the six month period;

Principal Calculate Dr. Kanailal Bhattacharyya College Santragachi, Howrah-4

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- (iii). However, either party shall be entitled to terminate this MOU immediately and without further notice in the event of the other party committing a material breach of the terms and conditions of this MOU, and failing to remedy such breach within 30 (Thirty) days after the receipt of written notice calling upon such party to remedy the breach complained of;
- (iv). The termination of this MOU, for whatever reason, will not affect the rights of a party, which might have accrued at the date of termination and will further not affect any rights, which specifically or by their nature survive the termination of this MOU;

### 3.2 FORCE MAJEURE:

- (i). Neither IGNOU nor (Name of the College / Institution / University) shall be liable to each other or to their students for failing or delay in the performance of any of its obligations under this AGREEMENT or the time over to the extent such failure or delay is caused by riots, civil commotion, war, hostilities between nations, government laws, orders or regulations, embargoes, actions by the government or any agency thereof, acts of God, storms, fires accidents, strikes, sabotages, explosions, or other similar or different contingencies beyond the reasonable control of the respective Parties.
- (ii). In the event that either party is, wholly or in part, prevented from or hindered in carrying out or observing any of the terms or conditions of this agreement for any cause set forth herein this MOU, such party shall give written notice to the other party by the most expeditious means as soon as possible after and occurrence of the cause relied on, giving full particulars of the reason for such prevention, or hindrance, and the Parties shall in good faith consult each other and take necessary measures for the resolution of the affairs so prevented or hindered.

#### 3.3 AMENDMENT OF MOU:

- (i). The obligations of IGNOU and (Name of the College / Institution / University) have been outlined in this MOU. However during the operation of the MOU, circumstances may arise which may call for alterations or modifications of this MOU. These modifications / alterations will be mutually discussed and endorsed in the form of an "Appendix or Addendum to the MOU". These modifications / alterations will be mutually discussed and agreed upon in writing and shall be effective only if executed by the respective duly authorized representatives of each of the Parties hereto;
- (ii). No Amendment for change hereof or addition hereto shall be effective or binding on either of the parties hereto unless set in writing and executed by the respective duly authorized representatives of each of the parties hereto;

#### 3.4 INDEMNITY CLAUSE:

Principal 02/02/2023

Or. Kanailal Bhattscharyya College

Santragachi, Howrah-4

- (i). (Name of the College / Institution / University) has agreed to bear the responsibility for any third party claims, demands, proceedings, prosecutions, or actions against IGNOU, arising out of and as a result of any callous, negligent, deficient action or omission by any employee of (Name of the College / Institution / University) and has undertaken to keep IGNOU indemnified against all losses and damages suffered including expenses incurred by IGNOU while defending the claim (inclusive or legal expenses) in City, or any other court as a result of any such claim, demands, proceedings, prosecutions or actions.
- (ii). The Parties have agreed that this provision shall survive termination of the agreement and the (Name of the Institution) has agreed to clear the amounts claimed by IGNOU under this clause within 15 days from the date when the demand is made by IGNOU.

#### 3.5 NO PARTNERSHIP:

- (i). Nothing in this MOU shall be deemed to neither constitute or create an Association, Trust, Partnership or a Joint Venture between the parties nor constitute any Party the agent of any other Party for any purpose. Neither this MOU, nor any activities described herein, shall be construed as creating a Partnership, Joint Venture, Franchise, Agency or other such relationship. Neither Party is authorized, in any manner, to make any commitment on behalf of or to bind the other Party;
- (ii). The Parties shall ensure compliance with all statutory provisions applicable to and governing the employment of its employees and representatives, deployed and would ensure compliance to provisions of statutes, as amended and applicable from time to time for such employees and representatives. Under no circumstances shall employees, agents and representatives of either party, represent as or be construed as employees / agents of the other party to this MOU. Neither party shall enter into any independent arrangements with the other party's employees;

#### 3.6 DISPUTE RESOLUTION:

If any dispute or difference of any kind whatsoever may arise between the Parties in connection with or arising out of this agreement or out of the breach, termination or invalidity of the agreement hereof, the Parties shall resolve them by resorting to the following order as mentioned:

- (i). The (Name of the College / Institution / University) and IGNOU shall attempt for a period of 30 days after receipt of notice by the other party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the Parties.
- (ii). If the dispute cannot be settled by mutual discussions within 30 days as provided herein, the dispute shall be referred to the sole arbitration of any arbitrator appointed by the Vice-Chancellor of IGNOU. The Party having a grievance shall serve a written notice by registered acknowledgement due

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Dr. Kanallal Bhattacharyya College Santragachi, Howrah-4 post on the other party intimating its intention of invoking the arbitration clause and shall simultaneously serve a notice in the similar mode on the Vice-Chancellor, IGNOU requesting them to appoint an arbitrator.

- The arbitration proceedings shall be held in accordance with the provisions of Arbitration and Conciliation Act, 1996 of India or any statutory modification or re-enactment thereof.
- (iv). The arbitration proceedings shall be conducted in the English Language. The venue of arbitration shall be New Delhi.
- (v). The payment to be made to the arbitrator shall be shared equally between the two Parties. All other expenses incurred by each party relating to the arbitration proceedings shall be borne by the respective Parties.
- (vi). Judgement upon any award rendered by the arbitrator may be entered in any Court in India, having competent jurisdiction in relation thereto or the application may be made to such court for a judicial acceptance or recognition of the award and announcements orders enforcement (Including specific performance), as the case may be.

### 3.7 PUBLICITY:

Any publicity by either Party, in which the name of other Party is to be used shall be done only with the explicit written permission of the other Party and after the contents of the same are vetted / approved by the other Party. If either Party, to do so, it shall be considered a breach of the MOU.

## 3.8 PROFESSIONAL PRACTICE :

(Name of the College / Institution / University) & IGNOU shall always act in respect of any matter relating to this MOU, as faithful advisors to each other and shall, at all times, support and safeguard the legitimate interests of each other in any dealings with the third Party.

## 3.9 GOVERNING LAW (S) & JURISDICTION:

The MOU shall be governed and interpreted by, and construed in accordance with the substantive laws of India. All disputes, differences, claims and demands arising under or pursuant to or touching upon this MOU shall be subject to the jurisdiction of Courts of Delhi / New Delhi.

## 3.10 INTERPRETATION:

This agreement has been executed in the English and the English language that be the controlling language for interpretation thereof. No other translation, if any, of this AGREEMENT into other languages shall be of any force or effect in the interpretation of this AGREEMENT or in determination of the intent of either of the Parties hereto.

Principal College
Or. Kanailal Shattacharyya College
Santragachi, Howrah-4

## 3.11 REPRESENTATION & WARRANTIES :

The (Name of the College / Institution / University) and IGNOU hereby represent and warrant to each other :

- It has the power and authority to sign this AGREEMENT, perform and comply with its duties and obligations under this AGREEMENT.
- This AGREEMENT constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof.
- (iii). The execution, delivery and performance of this AGREEMENT have been duly authorized by all requisite actions and will not constitute a violation of :
  - (a). Any statute, judgement, order decree or regulation of any court, governmental instrumentality or arbitral tribunal applicable or relating to itself, its assets or its functions; or
  - (b). Any other documents or to the best of its knowledge any indenture, contract or agreement to which it is a party or by which it may be bound.
- (iv). There are no suits or proceedings pending to the best of knowledge threatened against it before any court, government instrumentality or arbitration tribunal that restrain it from performing its duties and obligations under this AGREEMENT, and
- (v). That no representation or warranty made herein contains any untrue statement.

## 3.12 SEVERABILITY:

Any law restraining the validity and enforceability of any provision of this agreement shall not affect the validity or enforceability of the remaining provisions hereof and this agreement shall be deemed as not containing the invalid provisions. The remaining provisions of this agreement shall remain in full force and effect, unless the invalid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining agreement. In such a case, the Parties to this agreement shall attempt to agree on a provision which is valid and enforceable and similar to the original provision.

#### 3.13 NOTICES:

(i). Any notice, approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered, or transmitted by registered mail with postage full paid, or transmitted by facsimile (With postage prepaid) to the address specified below or to such address as may, from time to time, be given by each Party to the other Party in writing and in the manner herein before provided:

Principal to Santragachi, Howrah-4

(a). The Registrar (Administration), (Name & Designation of the Authorized Signatory), Indira Gandhi National Open University (IGNOU), Block – 4, Old Administrative Block, Main Campus, Maidan Garhi, (New Delhi – 110068).

(b).

(Name & Designation of the Authorized Signatory),

Dm. KAUSTUBH LAHIRI

PRINCIPAL, Dm. KANAILAL BHATTACHATTA COLLEGE

15 KONA ROAD, RAMRAJATALA.

P.O. SANTRAGACHI, HOWRAH, PH. 70104.

Or to such other address, fax number or e-mail address as either Party may from time to time notify the other in relation to this section. Any notice or communication made by personal delivery or by courier will be conclusively deemed to have been given on the day of actual delivery or, if made or given by fax or e-mail on the first business day following the transmittal of;

(ii). Any notice, approval, consent and other notification required or permitted to be given hereunder shall be deemed to have been given on the date of receipt when personally delivered, on the date seven (7) days after having been posted when transmitted by registered mail or on the date of transmission with confirmed answer back, when transmitted by facsimile.

### 3.14 FURTHER ACTS AND ASSURANCES:

Each of the Parties agrees to execute and deliver all such further instruments to do and perform all such further acts and things, as shall be necessary and required to carry out the provisions of this MOU and to consummate the transactions contemplated hereby.

### 3.15 CONFIDENTIALITY:

- (i). Each party shall undertake to the other that it will treat as confidential this collaboration and its terms together with all information whether of a technical nature or otherwise relating to any manner to the business or affairs of the other parties, as may be communicated to it hereunder or otherwise in connection with this collaboration, save as required to be disclosed by any law.
- (ii). Each party shall not disclose to any Third Party any information related to strategies, methodologies, operational information and other confidential information related to each other's plans, Programmes, etc. to any Third Party under any circumstances whatsoever, except with prior written approval of the other Party. Should such information be required to be disclosed by the disclosing party under any laws, rules or regulations or pursuant to the order or direction, of any Court, authority, tribunal or forum,

Principal

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government or regulatory body to whose supervisory authority the receiving Party is subject; provided that, in any such event, the disclosing Party shall give to the other Party notice in writing as soon as practicable of any disclosure, and the receiving Party shall use its best effort to obtain assurance that the disclosed information will be accorded confidential treatment;

(iii). The Parties shall keep confidential and shall not use for any other purpose, each other's information save and except such as is required by the law to be disclosed / divulged. The Parties shall take all reasonable steps to minimize the risk of disclosure of confidential information, by ensuring that only their employees and agents and those whose duties will require them to possess any off such information shall have access thereto, and that Parties shall ensure that such employees and agents and other personnel shall treat the same as confidential.

## 3.16 COPYRIGHT AND INTELLECTUAL PROPERTY:

- Copyright in the Course Material (Print, Audio / Video or Soft Copy) shall exclusively be with IGNOU.
- (ii). None of the parties shall use, register or attempt to register any of the intellectual property rights which vests in the other Party, without the prior written permission of such Party;
- (iii). Any use of the intellectual property right of one Party in course of achieving the objectives shall not be deemed to vest the ownership of intellectual property rights in the other Party. Any unauthorized attempt to use, register or attempt to register any of the intellectual property rights of a Party without express permission of the other Party shall constitute an act of infringement of the intellectual property rights of the said Party;

## 3.17 LIMITATION OF LIABILITY:

Neither Party shall be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either Party or any third party in connection with this MOU or the subject matter of this MOU, whether in an action in contract or tort or any other legal theory, even if the Party has been advised of the possibility of such damages.

## 3.18 ASSIGNMENT:

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each Party and hence neither Party shall transfer or assign this MOU, or rights or obligations arising hereunder, either wholly or in part, to any third party without the prior written consent of the other.

### 3.19 RESIDUAL CLAUSE:

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Principal

Dr. Kanailal Bhattacharyya College

Bantragachi, Howrah-4

If any doubt arises as to the interpretation of the provisions of this MOU or as to the matters not provided therein, the Parties to this MOU shall consult with each other for each instance and resolve such doubt in good faith failing which it shall be submitted to arbitration. This MOU is being executed simultaneously in two counterparts, each of which shall be deemed to be an original and all of which shall constitute one instrument;

This agreement is signed on the date appended herein at New Delhi.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be made in English and executed by their respective duly authorized signatories on this the day and year first above written.

#### SIGNED, SEALED AND DELIVERED BY:

n behalf of IGNOU : For and on behalf of LSC :
Dr. Kaustubh Lahiru  Principal  Dr. Kanailal Obbellachanyga College  Kawatabhlahan
(Administration) IGNOU, New LSC, Principal  Dr. Kanailal Bhattacharyya College
Dated: The oznd Folinary, 023
Place : Kolkota -
In the presence of : (Representatives from LSC)
(1). Name DR. SAMIR KUMAR NASKAR Address: DR. KAMAILAL GHATTACHAYM CHURE LC. KONA ROAD, RAMRASATALA SANTRAGACHI, HOWRAH-711104,
(2). Name <u>SURAJ ROY</u> Address: <u>DR. KANASCAL BRATT</u> ACHARYYA OLIBI IS, KONA ROAD. RAMRAJATALA  SANTRAGACHI, HONRAH- 4
(2). Name SURAT ROY  Address: DR. KAWASCAL BAR  15, KOVA ROAD. RAMRATATA

#### ANNEXURE - A

## QUALIFICATIONS OF THE CO - ORDINATOR

The Learner Support Centre shall be headed by the Coordinator who shall be a regular teacher not below the rank of a qualified Assistant Professor of the concerned College or Higher Educational Institution.



Phone: 2627-2490 (College Off.)
Principal: 9903389092
Whatsapp: 8697383305
Fax: 91-33-2627-3241
E-mail: klb.college@gmail.com
Website: www.drklbcollege.ac.in

## DR. KANAILAL BHATTACHARYYA COLLEGE

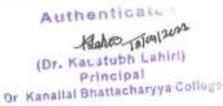
(Affiliated to the University of Calcutta)
Re- Accredited with 'B' Grade by NAAC
15, KONA ROAD, RAMRAJATALA,
P.O. SANTRAGACHI, HOWRAH - 711104

Ref. No	Date :

This is an affiliated Higher Educational Institution under collateral Governance by Department of Higher Education Government of West Bengal the administrative determinant and University of Calcutta the decisive domain pertaining to curricular obligations.

## Organogram: Functional Layering







Website: www.drkbcollege.ac.in

## DR. KANAILAL BHATTACHARYYA COLLEGE

(Affiliated to the University of Calcutta)
Re-Accredited with 'B' Grade by NAAC
15, KONA ROAD, RAMRAJATALA,
P.O. SANTRAGACHI, HOWRAH - 711104

Ref. No	Date :
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Intricate Labyrinth of Organogram:

- ☑ Government Orders: Issues and Function that is encompassed:
- Policy Orientation of Service Portfolio of Teaching and Non-Teaching Staff in broad concurrence with UGC Guideline.
- Occasional issuance of Instruction for Institutional Governance with particular reference to Governing Body Formation Modalities and procuring feedbacks on multidimensional issues pertaining to Learners as also Employees as also instructing for Infrastructural maintenance standards, Admission Criterion and implied Financial System with obligation of Auditing of College Accounts by Government of West Bengal, Department of Higher Education appointed Statutory Auditor.

#### ☑ UGC Circular and NAAC Criterion:

- \* For an Affiliated College UGC Circulars are being funnelled through Affiliating University as far as policy contours are concerned. Pursued Curricular Management procedures are the functional fulcrum. Accounting for availed approved Fund is exclusively institutional responsibility in strict adherence with mandated guideline.
- \* NAAC Criterion encompasses Pan Indian Model for Higher Education. To comply the devised Criteria an affiliated College requires manuevouring of Institutional Functioning blended with imperative Government Orders, siphoned UGC Guideline and indigenous enterprise for designated amelioration.
- ☑ Governing Body: The Pivotal Statutory Institutional Authority monitoring centrifugal and centripetal functioning;
- \* Centrifugal: Imperative & Obligatory
- Implementation of Government Orders: Either Institutional or Individual
- Implementations of Circulars Issued by the University of Calcutta often being circuited through Academic Sub Committee.
- UGC Institution specified instructions.
- \* Centripetal as well as Centrifugal: by the Principles of Admissibility.

(Dr. Kaustubh Lahiri)
Principal
Or Kansilal Shattacharyya College



Phone: 2627-2490 (College Off.) Principal: 9903389092 Whatsapp: 8697383305 Fax: 91-33-2627-3241 E-mail: klb.college@gmail.com

Website: www.drklbcollege.ac.in

## DR. KANAILAL BHATTACHARYYA COLLEGE

(Affiliated to the University of Calcutta) Re-Accredited with 'B' Grade by NAAC 15, KONA ROAD, RAMRAJATALA, P.O. SANTRAGACHI, HOWRAH - 711104

Ref. No	Date :

- Converged being tabled as Agenda: from the Office of the Principal
- Ratification of Recommendation of Academic Sub Committee stemming from HoDs' Committee retrospectively profused from Departmental Meetings as University of Calcutta Circulars for Curricular Mangements.
- ₱ Ratification of recommendation from Finance Committee both from HoDs End and from mainstream administration also from IQAC with applicable amendments in stratification with Progressive Fiscal Management.
- Ratification of IOAC recommendations.

- ⇒ Proposals with Expenditure Prerequisites is being channelled through Finance Committee.
- Non-Financial Proposals have their direct access to Governing Body.
- Appraisal of Implementation: Back radiation
- \* Review the implementation status of adopted Resolutions amendment of previous resolutions if implantation is encountered by unforeseen hurdles.
- \* Suggestive advice to the Office of Principal for Governance amelioration.

Authenticated

Klah 19/04/2023 (Dr. Kaustubh Lahiri) Principal Or Kanallal Bhattacharyya College

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Phone : 2627-2490 (College Off.) Principal : 9903389092 Whatsapp : 8697383305

Fax: 91-33-2627-3241

E-mail: klb.college@gmail.com Website: www.drkibcollege.ac.in

# DR. KANAILAL BHATTACHARYYA COLLEGE

(Affiliated to the University of Calcutta) Re-Accredited with 'B' Grade by NAAC 15, KONA ROAD, RAMRAJATALA, P.O. SANTRAGACHI, HOWRAH - 711104

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Ref. No	Date:

#### Formation of Institutional Committees Dr. Kanailal Bhattacharyya College Academic Sub-committee Meeting: Date16/03/2017

Committee	Member		
Governing Body	Prof Asim Kumar Roy, Prof. Swati Mustaphi, Dr. Mantu Biswas, Prof. Madhumita Debnath.		
Finance Committee	Prof. Asim Kumar Roy, Prof. Madhumita Debnath.		
<b>Building Committee</b>	Prof. Keshab Chandra Khara, Prof. Samir Kumar Naskar.		
Purchase Committee	Dr. Mantu Biswas, Prof. Madhumita Debnath, Prof. Shrabani Dey.		
IQAC	Dr. Mantu Biswas (IQAC Coordinator), Prof. Keshab Chandra Khara, Prof. Shubhasis Ghosh, Prof. Shipra Ganguly,Prof. Swati Mustaphi, Prof.Shrabani Dey,Prof. Madhumita Debnath, Dr. Sutapa Choudhuri, Prof. Samir Kumar Naskar.		
Academic Sub-Committee	All Full Time Teachers.		
Routine Sub-Committee	Prof. Keshab Chandra Khara (Convenor), Prof. Shubhasis Ghosh. Prof. Anasua Chatterjee, Shri Asim Kumar Roy, Prof.Shrabani Dey ,Prof. Madhumita Debnath ,Prof. Sutapa Mukherjee, Dr. SudiptaBhowmick.		
<b>Examination Committee</b>	CU Examination: Prof. Keshab ChandraKhara (Convenor), Prof. Shubhasis Ghosh, Prof. Anasua Chatterjee, Prof.Sutapa Mukherjee, Dr. Mantu Biswas, Prof.Samir Kumar Naskar.		
	College Internal examination:Prof.Sampa Ray Bagchi (Convenor),Prof.Sujata Dhar, Dr. Mriganka Mondal.		
Admission Committee	Principal (Convenor), Prof. Keshab Chandra Khara, Kumar Roy, Prof. Shubhasis Ghosh, Prof. Sipra Ganguly, Dr.		
Library Committee	SudiptaBhowmick.  Prof. Asim Kumar Roy (Convenor), Prof. Sampa Ray Bagchi, Dr. Sutapa Chaudhuri, Prof. Sutapa Mukherjee, Prof. Bidusi Halder, Dr. Mriganka Mondal, Dr. SudiptaBhowmick, Prof. Shrabani Dey.		

(DR. MANTU BISWA Coordinator,

ICAC.

Dr. Kancilal B" ..." ryya College Santrigachi, ruwran-4

Principal. Dr. Kanallel Bhattacharyya Colle Ramrejatala, Howrah-4



Phone : 2627-2490 (College Off.)

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Date : .....

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## DR. KANAILAL BHATTACHARYYA COLLEGE

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