

B. U. 2



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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 :

Capacity building and skills enhancement initiatives taken by the institution include the following
1. Soft skills, 2. Language and communication skills, 3. Life skills (Yoga, physical fitness, health and hygiene), 4. ICT/computing skills

| Name of the capability enhancement program | Date of implementation (DD-MM-YYYY) | Number of students enrolled | Name of the agencies/consultants involved with contact details (if any) |
|--|-------------------------------------|-----------------------------|--|
| Communicative English | 07-07-2023 | 749 | Cambridge University Press & Assessment India Pvt. Ltd 314 to 321 3rd Floor, Splendor Forum, Plot No-3 Jasola District centre. New Delhi- 11005 Ph No- 011-435435500, E-mail- cupdel@Cambridge.org |
| | | | |

Authenticated

K. Lahiri
(Dr. Kaustubh Lahiri)
Principal

Dr. Kanailal Bhattacharyya College

DATED: [07.07.2023]

CAMBRIDGE UNIVERSITY PRESS & ASSESSMENT INDIA PVT. LTD

and

DR. KANAILAL BHATTACHARYYA COLLEGE

PURCHASE AGREEMENT



CAMBRIDGE
UNIVERSITY PRESS & ASSESSMENT

Authenticated

Kaustubh Lahlri
(Dr. Kaustubh Lahlri)
Principal

Dr. Kanailal Bhattacharyya College

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THIS AGREEMENT is made on 07.07.2023.

BETWEEN:

- (1) CAMBRIDGE UNIVERSITY PRESS & ASSESSMENTINDIA PRIVATE LIMITED, having its registered office address at 314 to 321, 3rd Floor, Splendor Forum, Plot No. 3, Jasola District Centre, New Delhi - 110025(Cambridge); and
- (2) DR. KANAILAL BHATTACHARYYA COLLEGE, having its registered address at 15, Kona Road, Ramrajatala, P.O. Santragachi Howrah-711104, India (the Customer).

(each a Party and collectively the Parties).

BACKGROUND

- (A) Cambridge is the publishing business of the University of Cambridge and publishes certain English Language Teaching courses, which comprise of print and/or online components (further defined below).
- (B) Customer, is an undergraduate college, established in 1985 and situated in Ramrajatala, Jagacha, in the Howrah district of West Bengal, India. The college's academic curriculum focuses on arts and commerce and holds an affiliation with the University of Calcutta.
- (C) Customer intends to engage with Cambridge for Cambridge's English Language Teaching (ELT) Courses and other digital & print resources for building proficiency in the English Language among students of Customer within the Territory. The Customer further, intends to make these Courses mandatory for their students.
- (D) Customer and Cambridge are independent contractors under this Agreement and are not a part of a partnership, employment, franchisor-franchisee, principal-agent or similar relationship. The Customer wishes to buy and Cambridge wishes to supply the Product(s), Assessments and/or Online Workbook(s) on the terms and conditions set out in this Agreement.

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following expressions will have the following meanings unless expressly stated to the contrary:

Access Code: a code provided to enable the User to access an Assessment, Online Workbook via the LMS to accompany a Product. When the User enters an Access Code, it will trigger activation of the User Access Licence for the applicable Online Workbook;

Assessment/Test: the testing and assessment components of the Course, as further detailed in Schedule 1

Business Day: a day other than a Saturday, Sunday or public holiday in India when banks are open for business.



Cambridge's Bank Account: the account held at HSBC in the name of [CAMBRIDGE UNIVERSITY PRESS & ASSESSMENT INDIA PRIVATE LIMITED] with account number 166-274886-001 and IFSC -HSBC0110002.

Cambridge Representative: the individual identified as such in Schedule 4 and further one or more representatives appointed by Cambridge to act as a key contact for the Customer and to handle any initial enquiries. Cambridge shall advise the Customer of the name(s) and contact information of such Representative(s). Cambridge may change one or more of the said Representatives by providing written notice to the Customer of such change;

Charges/Fees: the sum payable by the Customer for the Product(s), Assessment(s) and/or Online Workbook(s) as further detailed in Schedule 2, exclusive of all and any Taxes;

Confidential Information: any information, however, conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, methods, technology, technical data, personnel and suppliers of the disclosing Party, together with all information derived by the receiving Party from any such information and any other information clearly designated by a Party as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential or other matters connected with the Services, and information concerning a Party's relationships with actual or potential clients, customers, suppliers and the needs and requirements of such persons.

Course: the Cambridge English Placement Test (the "CEPT"), Upskill, Interchange course developed and published by Cambridge.

Customer's Representative: the individual identified as such in Schedule 4 and further one or more representatives appointed by the Customer to act as a key contact for Cambridge and to handle any initial enquiries. The Customer shall advise Cambridge of the name(s) and contact information of such Representative(s). The Customer may change one or more of the said Representatives by providing written notice to the Customer of such change;

Delivery Location: the Customer's facilities in West Bengal, India (Customer) as further set out in Schedule 1;

Delivery Dates: the delivery dates for delivery of the Product(s), Assessment(s) and/or Online Workbook(s) to the Delivery Location as further set out in Schedule 1;

Effective Date: 12th July 2023; on which the terms and conditions of the Agreement take effect

Force Majeure Event: an event, circumstance or cause beyond a Party's reasonable control, including but not limited to war, fire, flood, storm, power failure, act of God, act of terrorism.

Group: in relation to a company, that company, any subsidiary or holding company of that company, and any subsidiary of a holding company of that company.

Intellectual Property Rights: shall mean all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms or protection in any part of the world;



[LMS: Cambridge's Learning Management System through which the Online Workbooks shall be delivered;]

Online Workbook(s): the internet-based components of Cambridge's English Language content as contemplated by the parties under this Agreement, access to which shall be provided for each User by means of the Access Code;

Minimum Purchase Quantity: the guaranteed minimum volume (in units) of Product(s) and /or Online Workbook(s) to be purchased by the Customer in each year, as specified in Schedule 2;

Programme(s): the Customer's English Language Teaching programme(s), available to students registered at Customer's platform;

Products: the non-online components of the Course, as further detailed in Schedule 1;

Support Services: the services to be provided by Cambridge to the Customer, as further detailed in Schedule 4;

Taxes: any relevant VAT, GST or similar sales tax properly charged under the laws of any relevant jurisdiction;

Term: three (3) years;

Territory: West Bengal, India.

User(s): student(s) registered at the Customer's platform through its active partners, centres, employee(s) of the Customer involved in the delivery of the Programmes;

User Access Licence: the end-user licence agreement, as may be updated by Cambridge in its sole discretion from time to time, and which the Customer's Users shall be required to click to accept before being granted access to the Online Workbooks via the LMS for the duration of the User Access Licence Term, as further defined below;

User Access Licence Term: the period of one (1) year from activation of a User Access Licence for an Online Workbook by a User by entering the Access Code in the LMS. For the avoidance of doubt, at the end of the User Access Licence Term for the applicable User Access Licence, the said User Access Licence will expire and the User will no longer be able to access the applicable Online Workbook;

User Access Licence Validity Period: a period of one (1) year from the Customer's purchase of the Access Codes enabling access to the Online Workbooks via the LMS. For the avoidance of doubt, once an individual User has entered the Access Code, and has thereby activated his/her User Access Licence for the Online Workbook, such User Access Licence shall be subject to the User Access Licence Term;

- 1.2 Any headings in this Agreement shall not affect the interpretation of this Agreement.
- 1.3 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.



2 **COMMENCEMENT AND TERM**

- 2.1 This Agreement shall commence on the Effective Date and shall continue for the Term, unless terminated earlier in accordance with clause 12.

3 **AGREEMENT**

- 3.1 During the Term, Cambridge shall supply, and the Customer shall purchase the Product(s), Assessment(s) and/or Online Workbook(s) in accordance with the terms and conditions of this Agreement.
- 3.2 The Customer shall in each year purchase the Courses from Cambridge for use for its Programmes in accordance with their respective Minimum Purchase Quantity, or, in respect of any period of time during the Term.
- 3.3 Cambridge & the Customer plan to engage in the Higher Education and Adult Space to help learners improve their English language skills through Cambridge content.
- 3.4 Under this Agreement, Cambridge shall sell its Products to the Customer for the Users within the Territory, and the Customer shall buy the Products.

4 **CAMBRIDGE'S UNDERTAKINGS**

- 4.1 Cambridge shall supply to the Customer the Products, Assessment and/or the Online Workbooks in accordance with the terms and conditions of this Agreement.
- 4.2 Cambridge shall host and make available the Online Workbooks and Assessments to the Customer for the Users in accordance with the terms and conditions of this Agreement and subject to the acceptance by each User of the User Access Licence for the User Access Licence Term.

[Delivery of the Products]

- 4.3 Cambridge shall be responsible for delivering the Products to the Customer's Delivery Location in accordance with the Delivery Dates.
- 4.4 Delivery of the Products shall be completed on the arrival of the Products at the Customer's Delivery Location.
- 4.5 Cambridge shall not be liable for any delay in delivery that is caused by a Force Majeure Event or by the Customer's failure to provide Cambridge with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- 4.6 Cambridge will not accept returns of the Product once sold against the order. Subsequently, there shall not be any adjustment, set-off, refund shall be made against the respective orders.]

[Access to the Online Workbooks]

- 4.7 Subject to payment of the Fee, Cambridge shall provide access to the Online Workbooks for all Users at no additional charge to the Fee.
- 4.8 Subject to the provisions of clause 4.7 above, Cambridge shall provide access to the Online Workbook to Users by means of an Access Code included in the Product(s), Assessment(s) and/or Online Workbook(s).

Adabo

- 4.9 For the avoidance of doubt, each User's access to the Online Workbooks shall be subject to the User clicking to accept the User Access Licence, and further subject to the duration of the User Access Licence Validity Period and of the User Access Licence Term.
- 4.10 In the event of technical faults or other issues relating to the Online Workbooks such issues shall be handled in accordance with the Cambridge procedures for customer services.]

[Access to Assessment/Tests

- 4.11 Subject to payment of the Fee, Cambridge shall provide access to the Assessment/Test for all Users at no additional charge to the Fee.
- 4.12 Subject to the provisions of clause 4.11 above, Cambridge shall provide access to the Assessment/Test to Users by means of an Access Code.
- 4.13 Cambridge shall host and make available the Assessment/Tests to the users via Cambridge LMS. For the avoidance of doubt, each User's access to the Assessment/Tests shall be subject to the User clicking to accept the User access licence, and further subject to the duration of the User access licence term.
- 4.14 In the event of technical faults or other issues relating to the Assessment/Tests such issues shall be handled in accordance with the Cambridge procedures for customer services.]

5 CUSTOMER'S UNDERTAKINGS

Minimum Purchase Quantity

- 5.1 The Customer shall purchase a quantity of Product(s), Assessment and/or the Online Workbooks for use in its Programmes in accordance with the Minimum Purchase Quantity in each year of the Term of this Agreement for the Fee per Product.
- 5.2 The customer here further undertakes that minimum purchase of quantity as mentioned in the Schedule 2.
- 5.3 The Fee per Product is in accordance with the Minimum Purchase Quantity, and is net to Cambridge, exclusive of all Taxes.
- 5.4 If the combined quantity of Products, Assessments and/or the Online Workbooks purchased by the Customer during an year or part thereof is less than the Minimum Purchase Quantity (or pro rata proportion, as the case may be) (**Actual Purchase Quantity**), then, except to the extent the shortfall in purchases was caused by Cambridge's default or by a Force Majeure Event, Cambridge may, in its sole discretion, require the Customer to pay Cambridge the difference between the Minimum Purchase Quantity and the Actual Purchase Quantity. In case the customer fails to fulfil the obligation under this clause, Cambridge reserves the right to terminate this Agreement with immediate effect by giving notice to the Customer.
- 5.5 For the avoidance of doubt, the quantity of Products, Assessments and/or the Online Workbooks purchased by the Customer may be increased above the Minimum Purchase Quantity by mutual agreement of the Parties in writing in relation to each year. The Parties acknowledge and agree



that in the event that the Customer wishes to purchase quantities of Products in excess of the Minimum Purchase Quantity in any year, the Fee due for any such Products shall be determined by the Parties at the time, based on the number of additional Products to be purchased.

- 5.6 The Customer shall not promote or sell the Product(s), Assessments and/or Online Workbook(s) to third parties (other than to students who are registered to participate in Programmes, nor provide the Product(s), Assessments and/or Online Workbook(s) directly or indirectly to any person or organisation knowing or having reason to believe that the said Product(s), Assessments and/or Online Workbook(s) will be re-sold. For the avoidance of doubt, Users do not constitute third parties for the purposes of this clause 5.6.
- 5.7 On written request from Cambridge, the Customer shall provide to Cambridge, within a reasonable period, such evidence as Cambridge may require of the destination of the Product(s), Assessments and/or Online Workbook(s) that have been supplied by the Customer to Users.

Online Workbooks

- 5.8 The Customer shall comply with the terms and requirements of all access and/or user agreements provided by Cambridge in connection with the Online Workbooks, including without limitation all usage rights, prohibited uses and copyright requirements.
- 5.9 The Customer shall use best endeavours to ensure that its Users comply with the terms of all access and/or user agreements provided by Cambridge in connection with the said Users' use of the Online Workbooks including but not limited to the User Access Licence for the User Access Licence Term.

Prohibited uses

- 5.10 The Customer shall comply with applicable copyright laws and shall not:
- 5.10.1 make print or electronic copies of the Products or of substantial extracts therefrom for any purposes, save as permitted under this Agreement, nor permit the use of unauthorised or infringing copies of the Products within its premises, by its Users; or
 - 5.10.2 reverse engineer, decompile, disassemble, recompile, reassemble, or otherwise alter the content of the Online Workbooks, or disable any licensing or control features of the said Online Workbooks; or
 - 5.10.3 engage in copying or downloading of the Online Workbooks, in whole or in part, or transmit any part of the Online Workbooks by any means to anyone outside the Customer, including but not limited to third parties, and in any event subject to the terms of the User Access Licence; or
 - 5.10.4 mount or distribute any part of the Online Workbooks on any electronic network (including without limitation the internet and the world wide web), save as permitted in this Agreement.
- 5.11 The Customer shall use best endeavours to make Users aware of the permitted uses of the Products, Assessments and the Online Workbooks and any intellectual property associated therewith.
- 5.12 The Customer shall use best endeavours to monitor compliance by the Users with the provisions of clause 5.11 and immediately upon becoming aware of any unauthorised use of the Products, Assessments and/or



the Online Workbooks or other breach, to inform Cambridge and take all reasonable and appropriate steps, both to ensure that such activity ceases and to prevent any recurrence.

[Support Services

- 5.13 The Customer shall cooperate with Cambridge in all matters relating to the Support Services and shall provide Cambridge with such information as Cambridge may reasonably require in order to supply the Support Services.
- 5.14 If Cambridge's performance of any of its obligations in respect of the Support Services is prevented or delayed by a Customer Default;
- 5.15 Cambridge shall, without limiting its other rights or remedies, have the right to suspend performance of the Support Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent that the Customer Default prevents or delays Cambridge's performance of any of its obligations; and
- 5.16 the Customer shall reimburse Cambridge for any costs or losses sustained or incurred by Cambridge arising directly or indirectly from the Customer Default.]

6 PAYMENT ARRANGEMENTS

- 6.1 The Customer will pay Cambridge the Charges per Product(s), Assessments and/or Online Workbook(s) purchased as detailed in Schedule 2.
- 6.2 Cambridge shall invoice the Customer for each order of Product(s), Assessments and/or Online Workbook(s) when the said order is dispatched by Cambridge.
- 6.3 The Customer shall pay [Hundred Percent (100%)] of the invoices in advance for all the digital components, assessments, and Online Workbook(s) etc. In case of Product(s) the payment shall be made by the Customer to Cambridge as per the commercial terms provided under Schedule 2 of this Agreement. Payment shall be made to Cambridge's bank account. For the avoidance of doubt, the full value of the invoice shall be received in the said bank account, in the invoiced currency and net of transaction charges. In the event that payment is not received within the credit period stipulated, in addition to Cambridge's rights under clause 12.1.1 below, Cambridge reserves the right to suspend and/or withhold access to the Online Workbooks and/or future supply of Product(s), Assessment(s) and/or Online Workbook(s) (if applicable) until such time as payment is received in full.
- 6.4 If the Customer disputes any invoice or other statement of monies due, the Customer shall immediately notify Cambridge in writing. The Parties shall negotiate in good faith to attempt to resolve any such dispute promptly.
- 6.5 In the event of termination of this Agreement, all payments due to Cambridge under this Agreement up to and including the date of the said termination shall become due immediately.
- 6.6 This clause 6 is without prejudice to any right to claim for interest under the law or under this Agreement.

7 ACCEPTANCE AND DEFECTIVE PRODUCTS

- 7.1 The Customer may reject any Product(s), Assessment(s) and/or Online Workbook(s) delivered to it that do not comply with their description, provided that:
- 7.1.1 notice of rejection is given to Cambridge:



- a) in the case of a defect that is apparent on normal visual inspection, within five Business Days of the applicable Delivery Date;
 - b) in the case of a latent defect, within a reasonable time of the latent defect having become apparent; and
 - c) none of the events listed in clause 7.3 apply.
- 7.2 If the Customer fails to give notice of rejection in accordance with clause 7.1, it shall be deemed to have accepted such Product(s), Assessment(s) and/or Online Workbook(s).
- 7.3 Cambridge shall not be liable for Product(s), Assessment(s) and/or Online Workbook(s)' failure to comply with their description in any of the following events:
- 7.3.1 the Customer makes any further use of such Product(s), Assessment(s) and/or Online Workbook(s) after giving notice in accordance with clause 7.1;
 - 7.3.2 the defect arises because the Customer failed to follow Cambridge's oral or written instructions as to the storage, use and maintenance of the Product(s), Assessment(s) and/or Online Workbook(s) or (if there are none) good trade practice regarding the same;
 - 7.3.3 the defect arises as a result of Cambridge following any instruction provided by the Customer;
 - 7.3.4 the Customer alters or repairs such Product(s), Assessment(s) and/or Online Workbook(s) without the written consent of Cambridge;
 - 7.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or usage conditions; or
 - 7.3.6 the Product(s), Assessment(s) and/or Online Workbook(s) differ from the description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 7.4 If the Customer rejects Product(s), Assessment(s) and/or Online Workbook(s) under clause 7.1 then the Customer shall be entitled to:
- 7.4.1 require Cambridge to repair or replace the rejected Product(s), Assessment(s) and/or Online Workbook(s); or
 - 7.4.2 require Cambridge to repay the price of the rejected Product(s), Assessment(s) and/or Online Workbook(s) in full.
- Once Cambridge has complied with the Customer's request, it shall have no further liability to the Customer in respect of the rejected Product(s), Assessment(s) and/or Online Workbook(s)' failure to comply with their description.
- 7.5 The terms of this Agreement shall apply to any repaired or replacement Product(s), Assessment(s) and/or Online Workbook(s) supplied by Cambridge.
- 8 TITLE AND RISK**
- 8.1 Risk in the Product(s), Assessment(s) and/or Online Workbook(s) shall pass to the Customer on delivery.



- 8.2 Title to the Product(s), Assessment(s) and/or Online Workbook(s) shall not pass to the Customer until Cambridge receives payment in full (in cash or cleared funds) for such Product(s), Assessment(s) and/or Online Workbook(s).
- 8.3 Until title to Product(s), Assessment(s) and/or Online Workbook(s) has passed to the Customer, the Customer shall:
- 8.3.1 store such Product(s), Assessment(s) and/or Online Workbook(s) separately from all other goods held by the Customer so that they remain readily identifiable as Cambridge's property;
 - 8.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to such Product(s), Assessment(s) and/or Online Workbook(s); and
 - 8.3.3 maintain such Product(s), Assessment(s) and/or Online Workbook(s) in satisfactory condition and keep them insured on Cambridge's behalf for their full price against all risks with an insurer that is reasonably acceptable to Cambridge. The Customer shall obtain an endorsement of Cambridge's interest in the Product(s), Assessment(s) and/or Online Workbook(s) on its insurance policy, subject to the insurer being willing to make the endorsement. On request the Customer shall allow Cambridge to inspect such Product(s), Assessment(s) and/or Online Workbook(s) and the insurance policy.

9 WARRANTIES AND INDEMNITIES

- 9.1 Cambridge hereby warrants that it has full power to enter into this Agreement and to perform its obligations under the Agreement.
- 9.2 Cambridge warrants that it owns or has been granted all right, title and interest in the Products and/or the Online Workbooks, and as such is able to supply the Product(s), Assessment(s) and/or Online Workbook(s) to the Customer under the terms of this Agreement for the use by the Customer in compliance with this Agreement.
- 9.3 Cambridge further warrants that the Product(s), Assessment(s) and/or Online Workbook(s) used as contemplated by this Agreement do not infringe the copyright or any other proprietary or Intellectual Property Rights of any person.
- 9.4 Cambridge reserves the right at any time to withdraw from the Product(s), Assessment(s) and/or Online Workbook(s) any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. Cambridge shall give written notice to the Customer of such withdrawal.
- 9.5 This agreement solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy claim, liability, reimbursement cause of action or other legal rights. Further, Cambridge also reserves a right to reject any third-party claims at the face of it and is not liable to entertain it in any manner.
- 9.6 Under no circumstances shall Cambridge be liable to the Customer or any other person, for any special, exemplary, incidental or consequential damages of any character arising out of the inability to use, or the use of, the Product(s), Assessment(s) and/or Online Workbook(s).
- 9.7 Cambridge is only a content provider for the course, and under no circumstances shall Cambridge be liable for any liability arising from the product delivery or any third-part claim or action regarding efficiency or efficacy of the training. In event of any claim, it shall be borne by the Customer.



- 9.8 The Customer hereby warrants that it has full power to enter into this Agreement and to perform its obligations under the Agreement.
- 9.9 The Customer warrants that its use of the Cambridge Product(s), Assessment(s) and/or Online Workbook(s) and of the Cambridge logo:
- 9.9.1 will not infringe any third party's Intellectual Property Rights and proprietary rights;
 - 9.9.2 will not be defamatory, libellous, obscene, or otherwise unlawful; and
 - 9.9.3 will not violate any applicable law, statute or subordinate legislation.
- 9.10 The Customer warrants that it shall use its best endeavours to safeguard the interest of Cambridge from any third-party claim or action. The Customer hereby agrees that there is privity of Agreement limited to Cambridge and Customer, so no third party has a right to hold Cambridge liable for any claim and/or liability.
- 9.11 The Customer shall indemnify and hold Cambridge harmless from and against:
- 9.11.1 any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) incurred by Cambridge as a result of the Customer's failure to the confidentiality provisions detailed herein;
 - 9.11.2 the Customer's failure to comply with applicable laws; or
 - 9.11.3 losses arising under or relating to the gross negligence, wilful misconduct or fraud of the Customer.
 - 9.11.4 any loss, third party claims, demands, liabilities, actions, expenses (including reasonable legal and professional fees) to the extent resulting from any wrongful act or omission, whether negligent or wilful or Customer's failure to fulfil its obligation towards third party which may or may not be the subject matter of this Agreement.
- 9.12 Save as otherwise specified in clause 9.9 above, all warranties herein contained shall survive termination of this Agreement.

10 CONFIDENTIALITY

- 10.1 Each Party undertakes that it shall keep in strict confidence any Confidential Information concerning the other Party, and not disclose that Confidential Information to any person except as permitted by clause 10.2.
- 10.2 Each Party may disclose the other Party's Confidential Information:
- 10.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall procure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause 10; and
 - 10.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3 Neither Party shall use any other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.



- 10.4 Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Agreement are granted to the other Party or to be implied from this Agreement. In particular, no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other Intellectual Property Right held, made, obtained or licensable by either Party now or in the future.

11 ANTI-BRIBERY, CORRUPTION AND CRIMINAL FINANCES

- 11.1 The Customer understands that Cambridge acts in accordance the Indian Prevention of Corruption Act 1988, UK Bribery Act 2010 and other national applicable anti-bribery laws, and applicable tax evasion laws which makes the facilitation of tax evasion an offence, in the jurisdictions in which it operates.
- 11.2 The Customer warrants that it shall:
- 11.2.1 comply with all applicable laws relating to anti-bribery and corruption including but not limited to the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977, and the prevention of facilitation of tax evasion;
 - 11.2.2 the Customer has in place adequate procedures to ensure it, its employees, its officers or shareholders, and any of its subcontractors or their employees officers or shareholders, while performing their obligations under the terms of this Agreement do not make, offer or request any undue financial or other advantage related to any activity, practice or conduct which would constitute an offence under these Acts; and
 - 11.2.3 promptly report to Cambridge any request, demand or offer made for undue financial or other advantage by or to the Customer or related subcontractors in connection with the performance of this Agreement.
- 11.3 Any breach of this clause 11 will be considered a material breach of the Agreement and will entitle Cambridge to terminate it with immediate effect and suspend any further payments.
- 11.4 Cambridge may audit the Customer's records to ensure compliance with this clause upon reasonable suspicion of breach.
- 11.5 The Customer shall co-operate with any related audit by regulatory or government authorities and maintain accurate records related to its work with Cambridge.

12 TERMINATION

- 12.1 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:
- 12.1.1 the other Party fails to pay any undisputed amount due under this Agreement on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment;
 - 12.1.2 the other Party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of [thirty (30)] days after being notified in writing to do so;
 - 12.1.3 the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;



- 12.1.4 either Party becomes insolvent or becomes subject to receivership, liquidation, bankruptcy or similar external administration;
- 12.1.5 the Customer commits a material breach of Cambridge's copyright or other Intellectual Property Rights or of the provisions of clause 5.10 above in respect of prohibited uses.

13 CONSEQUENCES OF TERMINATION

- 13.1 Save where termination of this Agreement is due to a breach by the Customer, on termination of this Agreement, Cambridge shall supply to the Customer for students registered for the Course prior to the date of the said termination:
 - 13.1.1 any Product(s), Assessment(s) and/or Online Workbook(s) invoiced and paid for prior to the date of termination; and
 - 13.1.2 continued access to the applicable Online Workbooks for the remainder of any related User Access Licence Term, where such applies, and within the User Access Licence Validity period.
- 13.2 On termination of this Agreement each Party shall promptly:
 - 13.2.1 return to the other Party all materials and property belonging to the other Party that the other Party had supplied to it or a member of its Group in connection with the supply and purchase of the Products under this Agreement;
 - 13.2.2 return to the other Party all documents and materials (and any copies) containing the other Party's Confidential Information;
 - 13.2.3 erase all the other Party's Confidential Information from its computer systems (to the extent possible); and
 - 13.2.4 on request, certify in writing to the other Party that it has complied with the requirements of this clause 13.
- 13.3 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
- 13.4 Upon termination of this Agreement, all rights granted herein shall revert to Cambridge.
- 13.5 On termination of this Agreement any clauses expressed to survive termination shall continue in force.

14 DISPUTE RESOLUTION

- 14.1 Subject to clause 14.4, if there is a dispute in relation to this Agreement, before commencing any court or similar proceeding the Parties shall discuss the issues in good faith with a view to resolving the dispute amicably and comply with the dispute resolution and escalation procedure set out in clause 14.2. If the Parties are unable to resolve the dispute, clause 27.2 shall apply.
- 14.2 In the event of a dispute in relation to this Agreement or its subject matter, the Customer's Representative and Cambridge's Representative shall, within seven (7) Working Days from and including the date on which the dispute is brought to the attention of one Party by the other Party (**Date of Dispute Notification**), seek to resolve the dispute through amicable discussion and negotiation using reasonable endeavours to find a solution.



14.3 Failing resolution of a dispute pursuant to clause 14.2, a director (or other senior employee) of each Party shall meet in a mutually convenient location no later than twenty-one (21) days from and including the Date of Dispute Notification, and shall use reasonable endeavours to resolve the dispute by way of negotiation which shall be conducted in good faith in an effort to resolve the dispute.

14.4 Nothing in this clause 14 shall prevent either Party applying to the courts for injunctive or other interim relief.

15 ASSIGNMENT AND OTHER DEALINGS

15.1 Subject to clause 15.2, neither Party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

15.2 Either Party may, after having given prior written notice to the other Party, assign, transfer or subcontract any or all of its rights and obligations under this Agreement to a member of its Group.

16 FORCE MAJEURE

16.1 Provided it has complied with clause 16.2, if a Party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event, the affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

16.2 The affected Party shall:

16.2.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and

16.2.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

16.3 If the Force Majeure Event prevents, hinders or delays the affected Party's performance of its obligations for a continuous period of more than fifteen (15) Business Days, the Party not affected by the Force Majeure Event may terminate this Agreement by giving thirty (30) days' written notice to the affected Party.

17 COSTS

17.1 Except as expressly provided in this Agreement, each Party shall pay its own costs incurred in connection with the negotiation, preparation, execution or registration of this Agreement and any documents referred to in it.

18 SEVERANCE

18.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.



18.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

19 FURTHER ASSURANCE

19.1 At its own expense, each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement.

20 VARIATION

20.1 No variation of this Agreement shall be effective unless it is in writing and signed by both Parties (or their authorised representatives).

21 WAIVER

21.1 A waiver of any right or remedy under this Agreement or by law shall only be effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

21.2 A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

22 NOTICES

22.1 Any notice required to be given pursuant to this Agreement shall be in writing and shall be delivered personally, or by commercial courier, or by post (by airmail post if to an address outside the country of posting) to the following address:

For Cambridge: Cambridge University Press and Assessment India Pvt. Ltd.
Third Floor, Splendor Forum, Plot No. 3,
Jasola District Centre
New Delhi – 110025

Attention: General Counsel

Email : generalcounselindia@cambridge.org

For the Customer: DR. KANAILAL BHATTACHARYYA COLLEGE

Address: Dr. Kanailal Bhattacharyya College ~~PO~~, 15, Kona Rd, ~~Dharamatala~~,
P. O. ~~Kanda Bar~~, Santragachi, Ramrajatala, Howrah, West Bengal 711104
Attention: Dr. Kaustub Lahiri
Email : kaustubhkol@gmail.com

22.2 Any notice given according to the above procedure shall be deemed to have been given at the time of delivery (if delivered by hand), on the date and at the time of signature of the courier's delivery receipt (if sent by commercial courier), or five (5) Business Days after posting (if sent by prepaid post). Any notice by email shall also be deemed to be a notice served under this Clause.



22.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23 ENTIRE AGREEMENT

23.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

23.2 Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

23.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

23.4 Nothing in this clause shall limit or exclude any liability for fraud.

24 DATA PROTECTION

24.1 In this clause, Data Protection Legislation means the Information Technology Act 2000 and regulations relating to the processing of personal data and privacy such as the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules 2011, the GDPR and any other national privacy or data protection legislation that applies to the parties or their data processing activities from time to time. To the extent that any personal data (as defined in the Data Protection Legislation) is transferred from one party to another under this Agreement, the parties agree that they will comply with all applicable requirements of the Data Protection Legislation. In particular, the disclosing party shall ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of the personal data to the recipient party for the duration and purposes of this Agreement. The recipient party shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data. The recipient party shall delete or return the personal data to the disclosing party at the termination of this Agreement.

25 PUBLICITY AND ANNOUNCEMENTS

25.1 Customer shall not advertise, issue any press release or otherwise publish the fact that the Parties have entered into this Agreement without the prior written consent of the Cambridge, except as may be required by law.

25.2 Customer shall not use the name, logo and/or official emblem of Cambridge on any publication, document and/or paper is prohibited without the prior written approval of the Cambridge.

25.3 Customer shall not use any advertising materials or promotional literature without the Cambridge's prior written consent and are subject to that Cambridge's review and approval.



25.4 Customer shall not advertise, issue any press release, or otherwise publish the fact that the Parties have entered into this Agreement without the prior written consent of the Cambridge, except as may be required by law.

26 **COUNTERPARTS**

26.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

27 **GOVERNING LAW JURISDICTION AND ARBITRATION**

27.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of India.

27.2 In the event any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) then, such dispute shall be settled by arbitration and administered in accordance with provisions of Arbitration and Conciliation Act, 1996 (as amended), which rules are deemed to be incorporated by reference in this clause. The panel of arbitrators consists of three members. Each party shall appoint one arbitrator, and the two appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator, failing which the arbitrator shall be appointed by Hon'ble High Court of Delhi. The language to be used in the arbitration proceedings will be English. The arbitral award shall be in English and substantiated in writing. The seat and venue of the arbitration shall be [Delhi].



Signed by the duly authorised representative of

CAMBRIDGE UNIVERSITY PRESS & ASSESSMENT INDIA PVT. LTD.

Signature

Name : Nachiket Mohagaonkar

Position: Chief Operating Officer

Date:

Signed by the duly authorised representative of

DR. KANAILAL BHATTACHARYYA COLLEGE

Signature:  12/07/2023

Name: Dr. Kaustubh Lahiri.

Position: Principal

Date:

Principal
Dr. Kanailal Bhattacharyya College
Ramrajatala, Howrah-4

Signature:



Name: Dr. Mantu Biswas.

Position: IQAC Coordinator

Date: 12/07/2023

(DR. MANTU BISWAS)
Coordinator,
IQAC,
Dr. Kanailal Bhattacharyya College
Santagachi, Howrah-4

Signature:



Name: Prof. Swati Mustaphi.

Position: Head, Dept. of English

& Ex Officio Course Coordinator

Date: 12/7/2023

Head
Department of English
Dr. Kanailal Bhattacharyya College
Ramrajatala, Howrah-711104

Schedule 1 Components and Delivery of the Product(s) and/or Online Workbook

Products

| S.No. | Name of Units | Delivery Date (tentative) |
|-------|-------------------------------------|---------------------------|
| 1 | Interchange 5 th Edition | August 2023 |

Online Workbooks

| S.No. | Name of Units | Date of Availability (tentative) |
|-------|-------------------------------------|----------------------------------|
| 1. | Interchange 5 th Edition | August 2023 |

Assessments

| S.No. | Name of Units | Date of Availability (tentative) |
|-------|---------------|----------------------------------|
| 1. | CEPT | August 2023 |
| 2. | Upskill | December 2023 |

Customer shall raise the purchase order with despatch address for study materials via e-mail communication to Cambridge's Representative and Cambridge shall use its best endeavours to deliver the Products within [fifteen (15) days] of intimation at Delivery Location.

Delivery Location- Dr. Kanailal Bhattacharyya College P.O, 15, Kona Rd, Dharmatala, Kundu Bari, Santragachi, Ramrajatala, Howrah, West Bengal 711104, India.



Schedule 2 Quantity and Charges/Fees

| Name of the Product(s), Online Workbook(s) and assessments | Price (INR)* | Minimum Purchase Quantity per year |
|--|----------------|------------------------------------|
| Interchange 5 th Edition | 595 | 1000 |
| CEPT | 300 | 100 |
| Upskill | 1000 + 18% GST | 100 |

**The Price as stated above are subject to change, at Cambridge's discretion, and Cambridge shall use all reasonable endeavours to communicate any changes promptly to the Customer.*

Note: The applicability of discounts on the above mentioned Price of the Product(s), Online Workbook(s), and Assessments shall be determined through mutual discussion between the Parties involved at the time of placing orders, in accordance with the terms and conditions specified in this agreement.

Commercials

- 1) Cambridge shall raise invoice for the 'Product' separately from cost of Assessment. The cost of Assessment is separate, which shall be directly paid to the Cambridge in advance.
- 2) Subject to clause 6 of this Agreement, for Product Customer shall pay [Hundred Percent (100%)] of the invoices in full and clear funds within [Ninety (90) (the "Credit Period")] of generation of Invoice.

Freight charges

- 3) Freight for delivery of goods to customers within India will be borne by Cambridge if net value of the order is above or equal to INR 5000/- and in case the net value of the order is below INR 5000/- freight charges will be borne by the Customer.

Return/Refund

- 4) Cambridge will not accept returns of the Product, and Assessment once sold against the order. Subsequently, there shall not be any adjustment, set-off, refund shall be made against the respective orders.



Schedule 3 Support Services

Subject to the purchase of the Course at minimum in the quantities set out in Schedule 2 below, Cambridge will provide the Support Services to Customer as detailed below:

- a. Faculty product familiarisation workshop/walkthrough sessions for teachers shortlisted by Customer to be provided by Cambridge on Product (interchange) on date and time mutually agreed between the Parties, provided that two session will be conducted annually.



Schedule 4 Customer's Representative and Cambridge's Representative

Customer's Representative:

- Name: Dr. Kaustub Lahiri
- Email: kaustubhkol@gmail.com

Cambridge's Representative:

- Name: Santanu Dey
- Email: Santanu.dey@cambridge.org



Authenticated
Kalahri 14/08/2024
(Dr. Kaustubh Lahiri)
Principal
Dr. Kanailal Bhattacharyya College



Phone : 2627-2490 (College Off.)
Principal : 9903389092
Whatsapp : 8697383305
Fax : 91-33-2627-3241
E-mail : kib.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 : 15/08/2023

ROUTINE FOR COMMUNICATIVE ENGLISH CLASSES WITH EFFECT FROM 21.08.2023

| COURSE | SEMESTER | DAY | TIME | ROOM | TEACHER |
|--------------|----------|-----------|----------------------|---------------------------------|---------|
| B.A MAJOR | I | WEDNESDAY | 10.00 A.M -11.00 A.M | SCIENCE BLOCK AUDIO-VISUAL ROOM | VL |
| B. Com MAJOR | I | THURSDAY | 10.00 A.M -11.00 A.M | SCIENCE BLOCK AUDIO-VISUAL ROOM | AM |
| B.Sc. MAJOR | I | SATURDAY | 10.00 A.M -11.00 A.M | SCIENCE BLOCK AUDIO-VISUAL ROOM | SA |

Smriti Mustaphi
(COURSE COORDINATOR)

Kaustubh Lahiri 15/08/2023
Dr. Kaustubh Lahiri
(PRINCIPAL)

Principal
Dr. Kanailal Bhattacharyya College
Ramrajatala, Howrah-4

3.42

**ICT / Computing
Skill Course in
Association with
Webel
Technology
Limited**

**(Govt. of West-Bengal
Undertaking)**



Phone: 2627-2490 (College Off.)
 Principal: 95003389052
 Whatsapp: 8607383305
 Fax: 91-33-2627-3241
 E-mail: kib.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

Ref. No.

Date :

4. DIPLOMA IN COMPUTER APPLICATION

We have introduced Diploma in Computer Application for students at minimal cost in association with **WEBEL TECHNOLOGY LTD.** Govt. of West-Bengal Undertaking from 2019-2020 session.

Course Duration : 2 years (Stage 1 & Stage 2)

Course Fee : Rs 400 / year

STAGE-1 Combined Course Content For Science, Arts and Commerce Streams

CLTP STAGE 1 : Computer fundamentals and OS ; MS Office package; Photoshop & Video Editing; Advance Excel; Web Technology & Web Designing (Tire - 1); Financial Accounting Package [Tally ERP9 (Tier-1)]; Regional Font.

STAGE-2

| Course Content for Commerce Stream | Combined Course Content for Science, Arts Stream |
|--|--|
| Financial Accounting Package [Tally ERP9 (Tier- II)]; Online Taxation/Return Procedure; PC Troubleshooting; Concept of Networking (LAN, MAN & WAN) | 2D Animation, Flash; Graphics Editing tool (Illustrator); Freehand; HTML; CSS; Web Designing (Tier-II); PC Troubleshooting; Concept of Networking (LAN, MAN & WAN) |

Benefits of the CLTP Course

1. Students will get authorized certificates from Weble Technology Ltd. (Govt. of W.B)
2. Very nominal Course fees as compared to other private institutions.
3. Exams and classes to be conducted at college premises.
4. Top students from each stream to be felicitated at the end of the course.

In 2020, due to pandemic situation and statutory lockdown measures from Government of India and Government of West Bengal, classes could not commence. It would start when normalcy is restored and regular classes are resumed.



Phone: 2627-2490 (College Off.)
Principal: 9103389092
Whatsapp: 86597383105
Fax: 91-33-2627-3241
E-mail: kib.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

Ref. No.

Date: 31/03/2022

We have introduced Diploma in Computer Application for students at minimal cost in association with WEBEL TECHNOLOGY LTD, Govt. of West-Bengal Undertaking from 2019-2020 session.

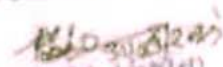
Dr. Kanailal Bhattacharyya College in collaboration with WEBEL TECHNOLOGY LTD (Govt. of W.B. Undertaking) has introduced COMPUTER LITERACY AND TRAINING PROGRAM for the College Students

Benefits of the CLTP Course

- > Students will get authorized certificates from Webel Technology Ltd. (Govt. of W.B)
- > Very nominal Course fees as compared to other private institutions.
- > Exams and classes to be conducted at college premises.
- > Top students from each stream to be felicitated at the end of the course.

| 2019-2020 | | 2020-2021 | | 2021-2022 | |
|--------------------------|--|--------------------------|--|--------------------------|--|
| No. of Students Enrolled | No. of Students Receiving Certificates | No. of Students Enrolled | No. of Students Receiving Certificates | No. of Students Enrolled | No. of Students Receiving Certificates |
| 702 | 702 | 721 | 182 | 826 | 326 |

Authenticated


(Dr. Kaustubh Lahiri)
Principal
Dr. Kanailal Bhattacharyya College

NOTARIAL CERTIFICATE

d. No. 61 / 19



TO ALL MEN THESE PRESENTS SHALL COME, I B. N. SAHA duly appointed and authorised by the Govt. of West Bengal to practice as a Notary do hereby certify that the paper writings collectively marked 'A' annexed hereto hereinafter called the paper writings 'A' are presented before me by the executant(s)

Dr. Kanailal Bhattacharyya college of
15 Kama Road, Ramrajatala, P.O. Vamburghachi,
Howrah-4

In the matter of ^{And another}
the matter of:
AGREEMENT

as the executant(s) on this 20th Day of June hereinafter referred
Two thousand Nineteen

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 identity of the executant(s) I have attested the execution.

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

IN FAITH AND TESTIMONY WHEREOF, I the said Notary have hereunto set and subscribed my name and affixed my seal of office on this 20th day of June 2019

20/6/2019



B. N. SAHA
NOTARY
Bikash Bhawan
North Block, Gr. Floor
Bidhannagar, Kolkata
West Bengal

B. N. SAHA
M.A., M.L.B.
(Govt. of West Bengal)
Regn. No. 23 / 02
BIKASH BHAWAN
North Block, Gr. Floor
Bidhannagar
Kolkata - 700 091
(W.B.) India
Mob. : 9830490607

Authenticated

Aditya
(Dr. Kausubh Lahiri)
Principal
Kanailal Bhattacharyya College

20 JUN 2019

भारतीय गैर न्यायिक

पचास
रुपये

रु.50

FIFTY
RUPEES

Rs.50

INDIA

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

W 427978



Agreement:-

This agreement made on this day of 27th May 2019
 between Dr. Kanailal Bhattacharyya College having its
 registered office at 15 Kona Road, Ramrajatala, P.O. - Mantragachi, Howrah-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

(Signature)
 (PARAMITA ROY)
 Project Co-ordinator

S. N. JINDA
NOTARY
 62/1/1, Salt Lake
 City, Block, G, Phase
 III, Kolkata - 700091

20 JUN 2019


(Signature)
20/6/19

Authenticated

(Signature)
 (Dr. Kaustubh Lahiri)
 Principal

क्र. १०७ दिनांक २९/०५/२०२०
क. वेबेल Technology
पता: Sector १, Salt Lake City
कलकत्ता-९१
दूर ९८ ६६६ ९९
विज्ञान विभाग : श्री कवीन्द्रा लाल
जोषा & अश्विनी & मि. जय शंकर शर्मा
कलकत्ता-९१

Authenticated


(Dr. Kaustubh Lahiri)
Principal

Dr. Kanailal Bhattacharyya College





1. Student Coverage

Certificate course in Computer Application and Programming (CCAP) shall encompass the students from Year 1st of the "College". The paid student strength undergoing Computer classes will be 400 (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 instructor for conducting the Certificate course in Computer Application and Programming (CCAP). For these 400 paid registrations, WTL will provide 02 faculty members. (M.C.A or equivalent/M.Sc./B.Tech/M.Tech with Computer Sc./IT & M.com/B.com with F.A. etc.)



Handwritten signature

Principal
Dr. Kanailal Bhattacharyya College
Bantargachi, Howrah-4

Authenticated

Handwritten signature
(Dr. Kaustubh Lahiri)
Principal

20 JUN 2019

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. 1000/- (Rupees *one thousand* only) per student per month from which College will pay to WTL Rs. 800/- per student per month year.

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

Handwritten signature
Principal
Dr. Kanailal Bhattacharyya College
Santiagachi, Howrah-4



S. N. SAHA
NOTARY
Notary Public
Howrah, West Bengal

Authenticated

Handwritten signature
(Dr. Kaustubh Lahiri)
Principal
Dr. Kanailal Bhattacharyya College

20 JUN 2019



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

This Contract will come into effect from July 2019.

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 -

Kaustubh Lahiri

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. Kanailal Bhattacharyya College
Santogachi, Howrah-4

July

- 1. Witness
- 2. Witness

Dr. Mantu Biswas

(DR. MANTU BISWAS)
Coordinator,
IQAC,
Dr. Kanailal Bhattacharyya College
Santogachi, Howrah-4



B. N. SAHA
NOTARY
22/06/2019

SIGNATURE AUTHORITY
me ch Idar...

B. N. SAHA
NOTARY

20 JUN 2019

Authenticated

Kaustubh Lahiri
(Dr. Kaustubh Lahiri)
Principal

Dr. Kanailal Bhattacharyya College



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

Thanking you

(Signature)
(PARAMITA ROY)
Project Co-ordinator



B. K. BABA
NOTARY
Babu Bhaba
10th Floor, G. Floor
Chhatrapati, Kolkata
700001

20 JUN 2019

Authenticated

(Signature) 20/12/2019

(Dr. Kaustubh Lahiri)
Principal

Dr. Kanailal Bhattacharyya College

CCA Course Curriculum

Computer Fundamentals

General Concepts: Introduction to Computer and Problem Solving; Information and Data Hardware: CPU, Primary and Secondary storage, Cache Memory, I/O devices, Bus structure.

BIOS Software: Systems and Application. Generation of Computers: Super, Mainframe, Mini and Personal Computer, Work stations, Parallel machines (concept only).

Introduction to Programming Languages: Machine Language, Assembly Language, High Level Language.

Problem Solving: Flow Charts, Decision Tables and Pseudo codes.

System Software: Classifications- Operating Systems (OS); Translators - Compilers and Interpreters, Preprocessors, Assemblers, Loaders, Linkers, Line and Screen Editors, other utilities.

Virus: Concept, Detection and Protection

Multimedia: Basic Concept, associated hardware and software

Object Oriented Paradigm: Basic characteristics, Definition, Brief comparison with other types of programming paradigms.

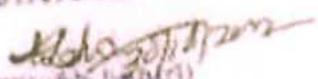
Computer Networks :

Basics of Computer Network Computer Network: Definition, Goals, Structure; Broadcast and Point-ToPoint Networks; Network Topology and their various Types; Types of Network: LAN, MAN, WAN;

Transmission Media Transmission Media, Guided Media (Wired) and Unguided Media(Wireless).

Network Connectivity Devices Categories of Connectivity Devices, Passive and Active Hubs, Repeaters, Bridges, Switches (2-Layer Switch, 3-Layer, Switch(Router), Gateways, Firewalls.

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(Dr. K. Anand Kumar)
Principal

Dr. Kanailal Bhattacharyya College

Internet Basics Internet: Growth, Architecture, Accessing, Internet Service Providers(ISP), Internet Addressing System:IP Address, DNS, URL, World Wide Web (WWW), Web Servers, Web Browsers, Search Engine, Concept of Intranet & Extranet.

Microsoft office Package:

Unit 1 : MS Word: Introduction, Windows 2007 Interface, Customizing the Word Application, Document Views, Basic Formatting in MS Word 2007,

Unit 2 : Advanced Formatting, Navigating through a Word Document, Performing a Mail Merge, Printing Documents, Print Preview

Unit 3: Excel 2007: Introduction, Workbook, Worksheet, Formatting in excel, Advanced formatting in Excel, Working with formulas, Printing worksheets, Excel - Page Orientation,Header and Footer, Insert Page Breaks, Set Background, Freeze Panes, Conditional Format

Unit 4 : Pivot Tables, Simple Charts, Pivot Charts, sort, filter

Unit 5 : MS PowerPoint: Introduction, Creating a Presentation, Basic Formatting in PowerPoint, Advanced Formatting, Using Templates,

Unit 6 : Inserting charts, Inserting tables, Printing presentations.

Unit 7 : Access 2007 : Introduction, creating databases, retrieving data with basic SQL.

Part 3 Basics of Web designing (12 hours) Here are the key topics covered under the introduction to web designing:

Unit 1 : Introduction to internet web pages and websites.

Unit 2: Design a website.

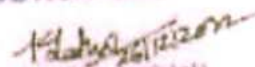
Unit 3: Design the look and feel of a website

Unit 4 : Tools of web design

Unit 5: HTML and CSS basic.

Project on MS Word, Excel, Powerpoint, Access and HTML.

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(Dr. Kaustubh Lahiri)
Principal
Dr. Kanailal Bhattacharyya 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 :

5.1.3 Capacity building and skills enhancement initiatives taken by the institution include the following

1. Soft skills, 2. Language and communication skills, 3. Life skills (Yoga, physical fitness, health and hygiene), 4. ICT/computing skills

| Name of the capability enhancement program | Date of implementation (DD-MM-YYYY) | Number of students enrolled | Name of the agencies/consultants involved with contact details (if any) |
|--|-------------------------------------|-----------------------------|--|
| Communicative English | 07-07-2023 | 749 | Cambridge University Press & Assessment India Pvt. Ltd |
| | | | 314 to 321 3rd Floor, Splendor Forum, Plot No-3 Jasola District centre. New Delhi- 11005 |
| | | | Ph No- 011-435435500, E-mail- cupdel@Cambridge.org |
| | | | |

Authenticated

KL 07/07/2023
(Dr. Kaustubh Lahiri)
Principal

Dr. Kanailal Bhattacharyya College

1. Cambridge
2. Ignou
3. Panjab College - Faculty Exchange



पश्चिम बंगाल पश्चिम बंगाल **MEMORANDUM OF 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**.

AND

NAME OF THE COLLEGE / INSTITUTION / UNIVERSITY Dr. Kanailal

Bhattacharyya College

(Details of the College / Institution / University), having its Office at 15 Kona Road

Ramnajatala. P.O. Santnagachi Howrah. PIN 711104

{Here - in - 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, DR. KANAILAL BHATTACHARYA (Name & Designation), DR. KANAILAL BHATTACHARYA (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**"

01 FEB 2023

Serial No. 282 Date

Purchaser Name: श्री. अनुराग कुमार शर्मा

Address: श्री. अनुराग कुमार शर्मा, 223/1

Rupees: 200


PROBAL CHATTERJEE
Howrah Court (Ancient)
Criminal Court

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.,

- (i). To provide access to higher education to all segments of the Society;
- (ii). To offer high-quality, innovative and need-based programmes at different levels, to all those who require them;
- (iii). To reach out to the disadvantaged by offering programmes in all parts of the 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 Calcutta 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.

Dr. Kanailal Bhattacharyya College
15 Kona Road, Ramrajatala, P.O. Santragachi, Howrah, PIN 711004
(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:

1. **OBLIGATIONS OF THE "HOST INSTITUTION" :**

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

- (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;
 - (c). Assume the charge of Coordinator in case there is no Assistant Coordinator and Coordinator is unavailable during intermittent periods as an interim arrangement;
 - (d) Allow its faculty for empanelment as Academic Counselor of IGNOU;

(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.

2. **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 ;

- (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:**

- (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 of 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



Principal

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.

- (iii). 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.

3.11 REPRESENTATION & WARRANTIES :

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

- (i). It has the power and authority to sign this AGREEMENT, perform and comply with its duties and obligations under this AGREEMENT.
- (ii). 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 :

(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),
Dr. KAUSTUBH LAHIRI
PRINCIPAL, Dr. KANAILAL BHATTACHARYA COLLEGE
15 KONA ROAD, RAMRAJATALA.
P.O. SANTRAGACHI, HOWRAH, PIN 711104.

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,

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 :**

- (i). 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 :**

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:

| | |
|--|---|
| For and on behalf of IGNOU : | For and on behalf of LSC : |
| _____ | <i>Dr. Kaustubh Lahiri</i> Principal <i>Dr. Kanailal Bhattacharyya College</i> <i>Kaustubh Lahiri</i> |
| Registrar (Administration) IGNOU, New Delhi. | LSC, _____ Principal Dr. Kanailal Bhattacharyya College Santragachi, Howrah-4 |
| Dated : | Dated : <i>The 02nd February, 2023</i> |
| Place : | Place : <i>Kolkata</i> |
| In the presence of : (Representatives from IGNOU, New Delhi). | In the presence of : (Representatives from LSC) |
| (1). Name _____ Address : _____ _____ _____ | (1). Name <i>DR. SAMIR KUMAR NASKAR</i> Address : <i>DR. KANAILAL BHATTACHARYYA COLLEGE</i> <i>15, KONA ROAD, RAMRAJATALA</i> <i>SANTRAGACHI, HOWRAH-71104.</i> _____ |
| (2). Name _____ Address : _____ _____ _____ | (2). Name <i>SURAJ ROY</i> Address : <i>DR. KANAILAL BHATTACHARYYA COLLEGE</i> <i>15, KONA ROAD, RAMRAJATALA</i> <i>SANTRAGACHI, HOWRAH-4</i> _____ |

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.

**INDIRA GANDHI NATIONAL OPEN UNIVERSITY
REGIONAL SERVICES DIVISION**

IG/RSD/Estt./LSC/SSC-Notification/2023/
Dated: 29th September, 2023

11/10/2023

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NOTIFICATION - 0153

With the approval of the Vice-Chancellor based on the recommendations of the Sub-Committee of SSC in its 1st and 2nd meeting held on 06.07.2023 and 25.08.2023 & 13.09.2023 respectively, and further recommended in the 53rd Student Services Committee (SSC) in its meeting held on 19th September, 2023, Opening of the Learner Support Centres (R), Change of Name / shifting of the location, Work Centre identified, Conversion of the SSC into LSC (R), Closure of LSCs (Regular, Special & Programme), Activation of the additional Programmes at existing LSCs as per details placed below, is hereby notified.

1. Learner Support Centres (R):

| Sl. No | Regional Centre | LSC Code | District/ Location | Name of the Coordinator and Address of the Institution | Programmes approved by the Schools / RSD |
|--------|-----------------|----------|--------------------|---|--|
| 1. | Bhopal | 15274 | Bhopal | Prof. Hansdhar Jha Coordinator IGNOU Learner Support Centre (R) Central Sanskrit University Sanskrit Marg, Bag Sevania Dist - Bhopal Madhya Pradesh - 462043 Ph: 0755-2418043 M. No: 9560035360 Email: director.bhopal@csu.co.in | MAJY, MAVS, MSK, BASKH, PGDVS, CVG, CIG, |
| 2. | Deoghar | 87017 | Jamtara | Mr. Narendra Prasad Sharma Coordinator IGNOU Learner Support Centre (R) J. J. S Degree College Ambedkar Nagar PO - Mihijam, Dist - Jamtara Jharkhand - 815354 M. No. - 9304631531 Email: kmohanijs@gmail.com | BAG, BAHIH, BAECH, BASOH, BCOMG, MCOM, MARD, MHD, MPS, MEC, MEG, PGDRD |
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