



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

MOU OF FACULTY EXCHANGE PROGRAMME

1. PARTIES TO THE MOU

Incumbent 1	ASUTOSH COLLEGE	Incumbent 2	BANGABASI EVENING COLLEGE
Represented by	Prof. APURBA ROY, Vice Principal.	Represented by	Dr. SANJIB CHATTOPADHYAY, Principal.
Address (Office)	92, Shyamaprasad Mukherjee Road, Kolkata – 700026.	Address (Office)	19, Rajkumar Chakraborty Sarani, Kolkata – 700009.
E-Mail	mail@asutoshcollege.in	E-Mail	info@bangabasievening.edu.in
Phone	+ 91 33 24554504	Phone	+ 9831476335

2. PURPOSE OF THE UNDERSTANDING

- To Exchange Faculties between the Department of B. Voc. Studies of both the incumbent colleges;
- To promote and reinforce mutual co-operation and relation between the above incumbent colleges; and
- All such acts and programmes that are connected to and/or ancillary to purposes (2.1) and (2.2) above.

3. TENURE OF THE UNDERSTANDING

- This understanding shall remain in effect between May 1, 2022 and April 30, 2027 and might be extended thereafter depending on its feasibility.
- Any extension of this understanding to any extent whatsoever shall be in writing and signed by the concerned departments of the incumbent colleges.
- Under no circumstances whatsoever, this understanding shall be deemed to have been extended orally in any manner and extent whatsoever.

4. LEGITIMACY

- The incumbent colleges undertake that –
 - It is legitimate and legal for both of them to enter into this understanding;
 - They have obtained prior approval/consent for entering into this understanding from their respective governing bodies, appropriate governmental authorities and concerned higher authorities before entering into this understanding;

NOTARIAL

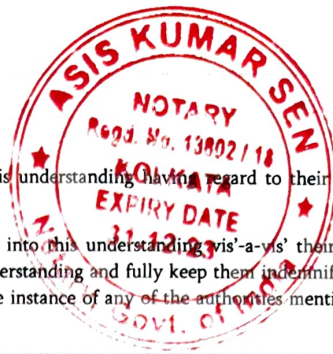
ASIS KUMAR SEN
NOTARY
Regd. No. 13802/18
KOLKATA
EXPIRY DATE
31.12.23
Notary, Govt. of India



05 MAY 2022

Sanjib Chattopadhyay
Principal
Bangabasi Evening College
Kolkata – 700 009

Asutosh College
Vice-Principal
ASUTOSH COLLEGE
KOLKATA-700 026



- C. There is no bar on part of any of them in entering into this understanding having regard to their own constitutions, affiliations and extant law guiding their activities; and
- D. The incumbent colleges take full responsibility for entering into this understanding 'vis-a-vis' their respective faculty members participating in the programme pursuant to this understanding and fully keep them indemnified to every extent possible against any threat of disruption of their service at the instance of any of the authorities mentioned above or any other person/authority for that matter.

5. NON - FINANCIAL

- 5.1. This understanding does not and will not involve any financial transaction in any manner and extent whatsoever, either on part of the incumbent colleges and/or any participating faculty members.
- 5.2. Any unavoidable expense to be incurred in attaining the objective of this understanding shall be the exclusive liability of the particular incumbent college and will not be billed to and/or realized and/or recovered by it from the other incumbent college.


6. TERMINATION


- 6.1. This understanding can only be terminated in writing with the mutual consent of both the incumbent colleges.
- 6.2. Oral and/or implied termination will neither be effected, nor alleged at any point of time by any of the incumbent college under any circumstances whatsoever.


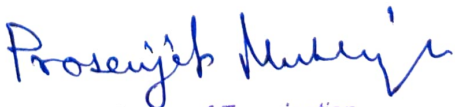
7. ARBITRATION


- 7.1. In case of any dispute concerning this understanding, the same shall be tried to be resolved in Mediation through the respective representatives of this understanding or any person nominated by them, in their joint mediation.
- 7.2. All disputes and differences arising out of this understanding, if not settled in Mediation as aforesaid in terms of sub-clause (7.1) of this clause, shall be resolved in Arbitration before a sole Arbitrator to be jointly nominated by the parties herein to that effect upon mutual discussion and in terms of the provisions of THE ARBITRATION AND CONCILIATION ACT, 1996 (As Amended till Date). The proceedings before the Arbitrator shall be in English.
- 7.3. The sole Arbitrator to be nominated by the parties under this agreement shall be an Indian national and a qualified working/retired professor/assistant professor of B. Voc. of any college (other than the incumbent colleges) affiliated to any state/national university having his place of residence in the city of Kolkata. Persons having previous experience of adjudication of disputes arising under similar agreements shall be given preference while selecting an Arbitrator.
- 7.4. The laws of India shall be followed while adjudicating the disputes under this understanding.
- 7.5. The venue of the Arbitration shall be within the limits of the city of Kolkata.
- 7.6. The parties hereby choose the jurisdiction of the City Civil Court, Kolkata, for all legal purpose.


Dated this 1st day of May, 2022.


Vice-Principal
ASUTOSH COLLEGE
KOLKATA-700 026
 ASUTOSH COLLEGE
 (Through-Prof. APURBA ROY, Vice Principal.)


Principal
Bangabasi Evening College
Kolkata - 700 009
 BANGABASI EVENING COLLEGE
 (Through- Dr. SANJIB CHATTOPADHYAY, Principal.)

<p>WITNESS 1 :-</p> <p style="text-align: center;"></p> <p style="text-align: center;">Dr. Bidisha Maitra Sen Coordinator B.Voc. Course Asutosh College</p>	<p>WITNESS 2 :-</p> <p style="text-align: center;"></p> <p style="text-align: center;">Coordinator of Examination B. Voc Bangabasi Evening College</p>
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IDENTIFIED BY ME

ADVOCATE **05 MAY 2022**

L.T.I.(S) Signatures (3) of the
Executant attested by me on Identification.

ASIS KUMAR SEN
City Civil Court
Kolkata
Reg. No.-13802/18 Govt. of India