



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AN 924069

**MEMORANDUM OF UNDERSTANDING
(MoU)**

Between

**Katwa College, Katwa, Purba Bardhaman, Pin-713130,
West Bengal, India**

And

**Sports Association, Katwa, Purba Bardhaman, Pin-
713130 West Bengal, India**

This Agreement is made on the **05.04.2024**, between **Katwa College**, (hereinafter referred to as **KC**) situated at Katwa Duck Banglow Road, Katwa, Purba Bardhaman, Pin-713130, represented by its Principal, **Dr. Nirmalendu Sarkar** as the first party and **Purba Bardhaman District Sports and Physical Cultural Association** (hereinafter referred to as **PBDSPCA**), Katwa, Purba Bardhaman, Pin-713130 is represented by **Samar Das** hereinafter as the second Party.



N. Sarkar
Principal
KATWA COLLEGE
05/04/2024



Samar Das
Secretary
05/04/2024
Purba Bardhaman District Sports
& Physical Culture Association
P.O.-Katwa, Dist.-Purba Bardhaman, Pin-713130

- a. **Katwa College**, hereinafter referred to as **KC**, founded in 1948, co-educational college at Katwa aided by UGC & State Government and accredited by NAAC for the Second Cycle, offering BA/B.SC/B.Com. in Arts/Science/Commerce & B.Ed. under the University of Burdwan.

Whereas

Purba Bardhaman District Sports and Physical Cultural Association (hereinafter referred to as **PBDSPCA**), Katwa, Purba Bardhaman, Pin-713130, **Katwa Khepakali Para**, Katwa, Purba Bardhaman, Pin-713130 is a Non Government Autonomous body established in the year 2021 having its **rental premises** with Registration No-S0018283 of 2021-22 under West Bengal Societies Registration Act, 1961. This institution is involved to encourage, control, promote and develop sports and games such as football, volleyball, hockey, athletic, yoga, etc. of Purba Bardhaman District. It provides financial help and assistance to the poor and talented player in the district. It also encourages to promote and develop physically and mentally challenged persons in sports and games through organizing coaching camp including skill and vocational training.

THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS:

1. SCOPE & OBJECTIVE OF THE MOU

Both parties agree that the objective of the present MoU is to establish cooperation in order to collaborate towards career development of students and promotion of academics.

The purpose of this MOU is to develop academic and educational co-operation between both the parties and to complete academic project for students. This MOU is extended for providing guidance on youth affairs and sports.

2. METHOD FOR ACHIEVING THE OBJECTIVES

In order to achieve the aforementioned objectives, the parties, in mutual agreement, shall develop academic programmes and projects that will specify the commitments; each of them is to make for the performance of the said programmes. **The fees and other terms and conditions for each programme will be discussed among the parties and enclosed to the MOU before the commencement of the intended programme.**

1. AREAS OF COOPERATION:

Whereas, **KC** and **PBDSPCA** recognize that the academic collaboration would be of mutual benefit and would provide strengths in research and education and their mutual interest in engaging themselves in academic cooperation. Following the purpose of the said agreement, the two parties shall engage in the activities stated below:

1. Qualitative enhancement of sports & cultural performance.
2. Facilities for training of athletes/sports persons and for organizing competitions.
3. College will arrange, provide, maintain a safe environment and training place for the training activity / service requested as well as promote the training activity / service for wider reach in view of social benefit.
4. Provide the necessary training/activity/service at the college premises and the same will be provided by the experienced professionals and to help future trainers and experts.
5. Offer the resources available with both the parties for mutual interest.
6. Exchange of sports & cultural knowledge among the students.
7. Organizing seminars on sports, career counseling, sports awareness and related issues.

Samar Das
Secretary
Purba Bardhaman District Sports
& Physical Culture Association
P.O.-Katwa, Dist.-Purba Bardhaman, Pin-713130
05/04/2024



Principal
KATWA COLLEGE
05/04/2024



8. Providing platform to our students/sports persons/coaches etc to undergo short projects and internships programmes.

9. Organizing events to promote environment friendly sports products.

10. To encourage, promote and develop physically and mentally challenged persons in sports and games through organizing coaching camp including skill and vocational training.

4. FUNDING

- a. Expenses for maintaining infrastructure shall be borne by the respective institutions. The transportation and personal expenses of exchanging students, teachers or officers shall be covered by respective individuals/ Institutions.
- b. Financial expenses for internships of professors which will be arranged at the parties' request, as well as travel expenses, shall be covered by the requesting institution/s. No fees will be paid, to the professors as they remain in their positions at their home institution, which will continue to pay their salaries.
- c. Some special cases admission in each sports related training/coaching is applicable at reduced fees upto 50% as per decision of both the parties.
- d. Appropriate remuneration may be paid to parties engaged in carrying out services at the rates accepted by the parties.

5. NO EMPLOYMENT RELATIONSHIP

The parties agree that this Agreement shall not be construed in any manner as establishing any kind of partnership or bond of labour between them. Thus, in all activities stemming from the present MoU and from subsequent specific action plans, the parties are in the understanding that, in all cases, employment relationships shall remain in force between the employing institution and its respective personnel.

6. ACCREDITATION/ CERTIFICATION

The Institution shall issue certification recognizing the achievements of the students, on the basis of hours invested on projects/papers and successful completion of Add-On Courses of the enrolled students.

7. RIGHTS AND DUTIES

- a. The Host Institution is committed to counsel and support students through advice and to foster their integration, inviting and encouraging guest students to become involved in student life for the cause of promoting academics.
- b. The institutions shall act as facilitators, but they will have no obligation whatsoever in terms of the actions, behaviour or financial aspects of the students / participants involved in the exchange.
- c. The students/participants shall enjoy the same rights and privileges as regular students/faculty, and shall observe the norms and rules of the Host Institution. Any violation of the rules of the Host Institution by an exchange participant shall be grounds for immediate termination of the privileges in the context of this Agreement.
- d. The host institution agrees to provide workspace, college playground and other facilities as applicable.

8. AUTONOMY

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

9. TERM

- a. This MOU shall be effective for a period of three (3) years from the date of execution of this agreement, and shall be automatically renewed thereafter for another three (3) years unless a written notice to terminate or amend this agreement is given to the other party, six(6) months in advance.

Samar Das
Secretary 05/04/2024
Purba Bardhaman District Sports
& Physical Culture Association
P.O.-Katwa, Dist.-Purba Bardhaman, Pin-713130



Principal
Principal
KATWA COLLEGE
05/04/2024



b. It is expressly agreed that neither party shall be liable for damages that they might cause each other as a result of a **forceful suspension** of a collaboration program. Causes for forceful suspension must be explicitly set forth in the action plans.

10. CONFLICT RESOLUTION

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

11. CONFIDENTIALITY

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

12. AMENDMENTS

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

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

NSC/KCB
Signature of Principal
Principal
KATWA COLLEGE
05/04/2024

Witnesses

Samar Das
Signature of Secretary 05/04/24

Secretary
Purba Bardhaman District Sports
& Physical Culture Association
P.O.-Katwa; Dist:-Purba Bardhaman, Pin-713130

Name of the Witness

Designation
Institution Name
Name

DULAL SARKAR
Assistant Professor
Department of English

05/04/24
Member of IQAC

Katwa College
Katwa, Purba Bardhaman



Name of the Witness

Designation
Organization