

भारतीय गैर न्यायिक

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RUPEES

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INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

01AB 698439

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made on 1<sup>st</sup> day of January Two Thousand Seventeen between **Berhampore College**, P.O.- Berhampore, Murshidabad, PIN- 742101 hereinafter called "The College Authority" which expression shall mean and include its successors in office, administrators, legal representatives and assigns of the One Part and The Institute Of Computer Engineers (India ), a society registered under West Bengal Societies Registration Act, 1961, having its Corporate office at Chatterjee International Centre, 12<sup>th</sup> Floor, 33A, Jawaharlal Nehru Road (formerly known as Chowringhee Road), Kolkata: 700 071 hereinafter called the "**The Institute**" (which expression shall mean and include its successors in office, administrators, legal representatives and assigns of the other part.

WHEREAS "The Institute" is a society engaged in fostering education, training, research and development in the field of Computer Technology and Applications;

AND WHEREAS "The College Authority" which is primarily engaged in imparting general education to its students. "The Institute" approached the College authority for training in computer applications mainly to the students of **Berhampore College**, P.O.- Berhampore, Murshidabad, both present and past ;

AND WHEREAS the parties herein have discussed the various aspects of this Memorandum of Understanding and being satisfied, desire to enter into this understanding under the terms and conditions stated herein below:

PRINCIPAL

Berhampore College  
Murshidabad

DIRECTOR  
THE INSTITUTE OF COMPUTER ENGINEERS (INDIA)

(A.K.Roy)



## TERMS AND CONDITIONS :

1. That the College Authority shall permit use of allotted premises to the Institute to conduct the training activities mainly to the students of **Berhampore College**, P.O.- Berhampore, Murshidabad, both past and present.
2. That an Academic Committee consisting of 8(eight) members, of which 4(four) from College Authority including Principal and 4(four) from Institute, will be formed to maintain the academic standard of the Computer Centre; of the 4 members to be nominated by the College, one to be nominated from amongst the members of the Governing body of **Berhampore College**, P.O.- Berhampore, Murshidabad, and one from amongst the members of the teaching staff of **Berhampore College** preferably having knowledge in Computer Operation / Science. Principal, **Berhampore College**, P.O.- Berhampore, Murshidabad, shall be the Chairman of the Academic Committee.
3. That the said space referred to in Clause 1 here shall have provisions for the protection of the Computers and peripherals.
4. That the space to be provided to the Computer Centre shall remain in exclusive possession of the College authority for their use in any manner as they may think necessary.
5. That the Institute may put up hoardings, signboards and other promotional objects befitting an academic institution inside and outside the premises of the **Berhampore College**.
6. That the room in which the Computers, Terminals etc. shall be installed by the Institute with the permission of the College Authority shall remain under lock and key of the authorised representative of the Institute and a set of duplicate keys of all such locks, in a sealed cover, shall be handed over to the Principal, **Berhampore College**, for use of the said Principal or his authorised representative whenever necessary for visit and/or inspect the said room.
7. That the present agreement as herein contained shall be for a period of 14 (**Fourteen**) years commencing from **01.01.2017** and ending on **31.12.2030** provided however, that on satisfactory performance of the Institute and depending on the requirements it may be extended at the discretion of the College Authority on such terms and conditions as may be settled by and between the College Authority and the Institute.
8. That in case of College authority requiring any service for Computer work, the Institute shall provide such services to the College Authority, including accounting jobs and Examination/ Result works, at nominal cost.

PRINCIPAL  
Berhampore College  
Berhampore, Murshidabad

DIRECTOR  
THE INSTITUTE OF COMPUTER ENGINEERS (INDIA)  
CHATTERJEE INTERNATIONAL CENTRE  
20A, J.L. NEHRU ROAD, 12TH FLOOR, FLAT-05  
KOLKATA-700071



9. That the Institute shall provide and install Computers and peripherals in the said accommodation as at clause 1 hereof without causing any damage to the building or any other property of the College Authority at the said building, and the Institute shall be responsible for proper maintenance of the space allotted for running the Computer Centre during the period of continuance of this understanding.

10. That any loss or damage to the building and property of the College Authority shall be duly compensated by the Institute for the affected part on the premises occupied by **The Institute of Computer Engineers(India).**

11. Academic Committee shall send recommendations from time to time for better functioning and management of Computer Centre.

12. That there shall be review of the functioning of the Computer Centre at the interval of 3(Three) years and neither of the parties concerned will unilaterally change the terms and conditions as agreed upon and included in this memorandum of understanding.


13. The 3(three) non-teaching employees of the College as may be deputed by the Principal, Berhampore College, shall be trained by the Institute per year at the Computer Centre at without fee.

14. That 2(two) teachers of Berhampore College as may be deputed by the Principal shall be trained by the Institute per year at Computer Centre at without fee.

15. A payment would be made as a Royalty to the College at the rate of Rs.20% of total collection at the end of the every financial year.

16. In case any new course is introduced, such an introduction would follow discussion between "The College Authority" and "The Institute". Without complete agreement between the two parties, no academic expansion may be attempted. Of course, both the parties should work in the interest of expansion of Computer Education in the region.

17. College will provide room only 2<sup>nd</sup> floor, other charges if any like Electric/ Generator/ Telephone/ Internet will be provided by the Computer Centre.

 (A.K. Roy)

DIRECTOR  
THE INSTITUTE OF COMPUTER ENGINEERS (INDIA)  
CHATTERJEE INTERNATIONAL CENTRE  
83A, J. L. NEHRU ROAD, 12TH FLOOR, FLAT-05  
KOLKATA-700071

PRINCIPAL

Berhampore College  
Berhampore, Murshidabad

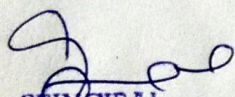


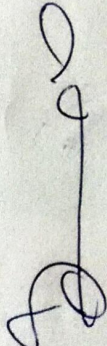
IN WITNESS WHEREOF the parties herein have put their seal and signature on the date, month and year above mentioned.

1. Witness

Md. Meezanur Rahman  
4/3/17

Signed and Sealed for and on behalf of  
Berhampore College in presence of

  
Principal  
Berhampore College  
Berhampore, Murshidabad

  
Principal  
Berhampore College  
Berhampore, Murshidabad

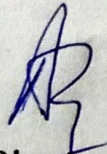
2. Witness

Sourin Choudhury  
04/03/17

1. Witness

Debasis Mitra  
Sr. Group Manager.

Signed and Sealed for and on behalf of "The  
Institute of Computer Engineers (India)"

 (A.K. Roy)  
Director

DIRECTOR  
THE INSTITUTE OF COMPUTER ENGINEERS (INDIA)  
CHATTERJEE INTERNATIONAL CENTRE  
33A, J. L. NEHRU ROAD, 12TH FLOOR, FLAT-05  
KOLKATA-700071

2. Witness

Amif Datta  
Centre Manager