



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AG 693681

## MEMORANDUM OF UNDERSTANDING

This memorandum of understanding herein after referred as MOU is made on 28<sup>th</sup> day of March 2022.

BETWEEN

Panchthupi Haripada Gouribala College, having its registered office at Vill + PO - Panchthupi, Dist - Murshidabad, Pin - 742 161 (hereinafter referred to as "College")

AND

"The George Telegraph Training Institute" a registered trust body having its Corporate office at 31A, S. P. Mukherjee Road, Kolkata – 700025 and Branch office at 1 R. M. Sen Road, Berhampore, Murshidabad, Pin-742101 (hereinafter referred to as "GTTI")

✓ *[Signature]*

*[Signature]*

Principal

Panchthupi Haripada Gouribala College  
Panchthupi, Murshidabad



Panchthupi Haripada Gouribala College in association with The George Telegraph Training Institute will provide training to the students of this college in the following course.

✓ **Communicative English Program (48 Hrs.)**

**1. Deliverables:**

- a. The Course shall be operated within the College premises and all infrastructural facilities essential in running the course (viz. Computer, Projector, Chalk, Board, Marker etc.) shall be arranged in the College premises and will be the responsibility of the College authority.
- b. College will provide minimum 50 number of students for each training.
- c. The duration of the training will be 48 Hrs. approximate 3 months. Duration per class will be 2 Hrs, twice weekly.
- d. GTTI will provide softcopy of Study material to each student via mail.
- e. Assessment will be conducted via GTTI after completion of the training.
- f. Assessment & Participation Certification will be provided by GTTI and College jointly, mentioning both name and logo.
- g. The College will maintain the room allotted for running the said course in good condition and shall promptly make all reasonable necessary repairs and replacements thereto in order to keep the premise in good condition to run the course.
- h. GTTI will provide necessary inputs for mobilization of student towards next session program in order to make it commercially viable.
- i. College will provide the writing permission to use its name and logo for the joint certification of the said program.
- j. Both the Parties shall be at liberty to withdraw or cancel the MoU after giving due notice of at least 02 months if :

Both the parties fail to achieve the bare minimum number of students for the learning programs, in aggregate, which in the opinion of both the parties would affect its goodwill and this MOU will lose its commercial viability, or for any other reason thereof.

**2. Terms of MoU:**

- a) This MOU shall be valid for a period of 1 (one) year from the date of execution and can be renewed for a further period of 3 years on mutual consent and satisfaction to both contracting parties.
- b) The GTTI and College Authority shall jointly review the progress of each batch.
- c) GTTI will submit weekly progress report of the participating students for record keeping before the Principal, BCC.
- d) This MoU may be amended, altered or modified from time to time mutually decided by both the parties, however no such alteration, modification

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amendment shall be operative, valid or binding, unless reduced in writing and executed by both the parties hereto.

### 3. Confidentiality:

The College and GTTI will be under the obligation not to disclose or publicize to any third party the existence or nature of this MOU. All the training materials and other confidential information shared by The GTTI to the College shall be held in strict confidence by the College and will not be reproduced or copied.

### 4. Relationship between the parties:

It is expressly agreed that the GTTI and the College are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither party is authorized to use the other party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other party, without the prior written consent of the other party. Neither party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the party, to pledge the other party's credit, or to extend credit on behalf of the other party.

It is also agreed, a written confirmation given by the college to use its name and Logo to the GTTI only for the Joint certification of the said Program.

### 5. Communication:

All communications in the form of notice shall be served by electronic media.

All communication to the GTTI shall be addressed to 'Shri Sanjib Das - Joint Director (Operations), Mob. No. - 9836869666,

E-mail ID: [sanjib.das@george-telegraph.org](mailto:sanjib.das@george-telegraph.org) or whomsoever it may nominate for the purpose.

All communications to the College shall be addressed to ' Dr. Soma Mukhopadhyay (Principal), Mob. No. 8436417454, E-mail ID: [monisoma96@gmail.com](mailto:monisoma96@gmail.com) whomsoever it may nominate for the purpose.

### 6. Commercial Terms:

- a) Fee for the training will be Rs. 1000/- per candidate. (Minimum 50 candidate\*1000/-).
- b) College will pay the total course fees in Two (02) equal instalments during the duration of the course. 1<sup>st</sup> part will be disbursed at the time of MOU signing and the rest 50% of the after completion of 16Hrs Training.
- c) GTTI will not disclose the negotiated amount or reproduce it before the students or any other organization for its further commercial gains.

✓ *Soma Mukhopadhyay*

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**7. Maintenance of Accounts:**

Both the parties shall have the responsibility of maintaining books of accounts independently.

**8. Termination:**

Each party can terminate the MOU without assigning any reasons, by giving 02 months prior notice to the other party. In the event of termination, any batches which has already commenced alone shall be continued and completed by GTTI and The College as per the agreed plan.

*Soma Mukhopadhyay*

**Principal**  
**Panchthupi Haripada Gouribala College**  
**Principal**  
**Panchthupi Haripada Gouribala College**  
**Panchthupi, Murshidabad**



✓ *Chasa Datta*



**Trustee-Principal**  
**The George Telegraph Training Institute.**

Witness 1 *Pradip Kr Ghosh*

Witness 1 *Anjit Kumar*

Witness 2 *Suprohat Kundu*

Witness 2 *Subrojit Das*