# MEMORANDUM OF UNDERSTANDING (MoU)

# BETWEEN

BETHUNE COLLEGE SAMMILANI, KOLKATA

AND

BENGAL BRATACHARI SOCIETY, KOLKATA

FOR

COLLABORATIVE BRATACHARI TRAINING COURSE

# THE MEMORANDUM OF UNDERSTANDING (MoU)

24Th April 2021

This Memorandum of Understanding (MoU) made and entered in duplication on this day of in the year 2021-22 between Bethune College Sammilani, 181, BidhanSarani, Kolkata-700006, West Bengal of the one part

### AND

Bengal Bratachari Society having its registered office at 191/1, Bipin Behari Ganguly Street, Kolkata, West Bengal 700012 on the other part.

### PREAMBLE

Whereas BETHUNE COLLEGE SAMMILANI, KOLKATA has the objective of ensuring all round development of the Bethune College students by means of imparting knowledge in various fields, developing career oriented skills, facilitating cultural, sports activities and promoting relevant aspects of personality with a view to produce academically competent, socially responsible and physically fit global citizens. In pursuance of the objective the Institute has been endeavoring to develop close rrelationship with renowned organizations with similar objectives so that the synergy between the College and other organizations can maximize the achievement of the objective of the College.

Whereas BENGAL BRATACHARI SOCIETY, KOLKATA, a reputed organization, engaged in inculcation ofhuman values, developing physical fitness, disseminating cultural heritage of Bengal including folk song,dance, pato-chitra, and forging discipline in personal life and making of socially responsible and sensitivecitizens.

NOW, THEREFORE, IT IS HEREBY AGREED TO BY AND BETWEEN BETHUNE COLLEGE SAMMILANI, KOLKATA AND BENGAL BRATACHARI SOCIETY, KOLKATA AS FOLLOWS:

1. PERIOD OF MoU

This MoU comes into effect from the date of its signing and will remain in force for a period of. &. years on renewal basis.

SCOPE OF THE WORK

The details of the agreements are as given below:

- i. Collaborative Bratachari Training Course
- a) BETHUNE COLLEGE SAMMILANI, KOLKATA and BENGAL BRATACHARI SOCIETY,KOLKATA would work together in providing Bratachari Training Courses to the students of Bethune College, Kolkata.
- b) The terms and conditions regarding sharing of work, facilities, and others related issues incase of collaborative training coursesfor the students of Bethune College, Kolkata shall be decided in advance for each training course individually in writing by both the parties.
- ii. Communication between BETHUNE COLLEGE SAMMILANI, KOLKATA and BENGAL BRATACHARI SOCIETY, KOLKATA

Both parties shall maintain regular communication and exchange information in such manner and frequency as mutually decided on case to case basis. All information exchanged shall beconfidential in nature unless the same is in public domain or the recipient has been allowed totreat the same as non-confidential by the other party. The mode of communication will include personal meetings, teleconferences, video conferences, emails, postal communications, use of electronic media, etc.

#### 3. TERMINATION

In case of any default by either party, the aggrieved party shall intimate the other party of itsgrievance and give the defaulting party a reasonable opportunity to make good the default, failing which, the matter will be put up for arbitration as defined below. In the event the arbitration bench fails to reach a consensus for dispute resolution, the aggrieved party will be at liberty to issue a termination notice to the other party. The notice period will be 6 months.

It has also been understood by both the parties that in case of termination of this MoU, the rights and responsibilities of both the parties will continue in terms of the Bethune College students enrolled for Bratachari Training Course till the end of the course.

#### 4. TRAINING COURSES AND THEIR DURATIONS

- a) Bengal Bratachari Society, Kolkata shall provide training courses to the students of Bethune College, Kolkata in Straining course
- b) The course shall be organized at Bethune College, Kolkata.
- c) The course shall be of 30 hysduration
- d) Duration of teaching/learning shall be of 2. hours
- e) Students who are NSS volunteers and physically fit shall be eligible to pursue the training course.

#### 5. FEES FOR TRAINING COURSES

- a) Fees for training courses per trainee shall be decided time to time/ year to year in consultation with both the parties.
- b) The fees for training course shall be borne by the trainees.
- c) Fees shall be collected by Bethune College Sammilani, Kolkata and handed over to Bengal Bratachari Society, Kolkata after each training course.

#### 6. DRESS CODE FOR TRAINEES

There shall be dress code to be followed by the trainees to attend the training courses. For Girls: White coloured red bordered saree and white blouse. The trainees shall make arrangements of their own dress for training course.

## 7. SCOPE OF RESPONSIBILITY

On the part of BENGAL BRATACHARI SOCIETY, KOLKATA

Bengal Bratachari Society, Kolkata shall

a) provide the trainer for the training course.

b) organize the entire training along with proper examination.

c) provide certificates to successful trainees.

 d) provide course content, study material and other items as per requirement to all trainees for each training course. On the part of BETHUNE COLLEGE SAMMILANI, KOLKATA Bethune College Sammilani, Kolkata shall a) provide training premises and trainees.

#### 8. ARBITRATION

In the event of any question, dispute or difference whatsoever arising between the parties tothis Agreement out of or relating to the imparting the training course shall be referred to Arbitration wherein, BETHUNE COLLEGE SAMMILANI, KOLKATA and GENERAL SECRETARY, BENGAL BRATACHARI SOCIETY, KOLKATA WIII constitute the arbitration bench. In the event they fail to resolve the dispute within a period of 3 months from the notification by one party to other of the existence of such dispute, then the provisions of Indian Arbitration and Conciliation Act, shall apply.

#### 9. GOVERNING LAW

The law of India shall govern this Contract for the time being in force. IN WITNESS WHEREOF the parties hereto have signed, sealed and delivered this Agreement on the day, month and year first above written in presence of:

PRESIDENT

President BETHUNE COLLEGE SAMMRAMMKONKATA)

General Secretary (For BENGAL BRATACHARI SOCIETY, KOLKATA)

Hony. General Secretary

Bengal Bratachari Society

Witness:

Principal Bethune College, Kolkata Govt. of West Bongel

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