



MEMORANDUM OF UNDERSTANDING



This **MEMORANDUM OF UNDERSTANDING (MoU)** made 12th Day of December, 2022

Between

GOVERNMENT GENERAL DEGREE COLLEGE, MURAGACHHA, P.O- Muragachha,

Dist- Nadia, PIN – 741154, West Bengal (Affiliated to University of Kalyani)

AND

Susrut Eye Foundation & Research Centre, 25/1, Kalikapur Road, Berhampur.

Murshidabad, 742101

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12/12/2022

Officer-in-Charge

Govt. Gen. Degree College, Muragachha
Nakashipara, Nadia

Officer-in-Charge
Govt. General Degree College Muragacha
Muragacha, Nakashipara, Nadia

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12/12/2022
Chief Medical Officer
Susrut Eye Foundation & Research Centre
25/1, Kalikapur Road, Berhampur
Murshidabad, 742101
Dr. Diptesh Das
C.M.O.
M.B.B.S, D.O
Reg. No.-64666 (WBMC)
Susrut Eye Foundation & Research Centre
Berhampore, Murshidabad



Memorandum of Understanding

Government General Degree College, Muragachha, acting through its Authorized Signatory **Dr Tapas Chandra Saha** (hereinafter referred to as '**First Party**', which expression unless repugnant to the context or subject shall mean and include its successors, representatives, assigns, administrators and executors) of the party of **FIRSTPART**.

AND

Susrut Eye Foundation and Research Centre, 25/1, Kalikapur Road Berhampore – 742101, acting through its Authorized Signatory **Dr. Diptesh Das, CMO** duly Authorized by the board(hereinafter referred to as '**Second Party**', which expression unless repugnant to the context or subject shall mean and include its successors, representatives, assigns, administrators and executors) of the party of **SECONDPART**.

The expressions "**First Party**" and "**Second Party**" are hereinafter collectively referred to the '**Parties**' and individually as the '**Party**'.

WHEREAS

- A. The '**First Party**' is an undergraduate college affiliated with the University of Kalyani, Kalyani, West Bengal. The First Party presently functions from its own campus at Muragachha, Nakashipara, Nadia-741154, West Bengal and will continue to do so until further order from the Department of Higher Education, Government of West Bengal. It has no other branch, wing subsidiaries or extensions existing at present.
- B. The '**Second Party**' is a non-profit organization registered under Societies Registration Act 1961 rendering eye care services since 1998. It is engaged in conducting Post Graduation in Ophthalmology – DNB under National Board of Examination in Medical Science and Bachelor of Optometry, Master of Optometry courses under Maulana AbulKalam Azad University of Technology, West Bengal (MAKAUT) Diploma in Optometry under State Medical Faculty of West Bengal.
- C. The **Second Party** approached **The First Party** in connection with practical classes which requires practical lab set-up like for disciplines like Physics for which they would require infrastructural assistance and guidance. The **First Party** agreed to enter into a collaboration for providing the aforementioned services on the following terms and conditions as set herein.
- D. The **First Party** and **Second Party** believe that collaboration and cooperation between themselves will promote more effective use of each other's resources, and provide each of them with enhanced opportunities.
- E. The parties intend to cooperate and focus their efforts in cooperation within the area of Higher Education, Research and Development, provide opportunity for global experience,

Dr. Diptesh Das

C.M.O.

M.B.B.S, D.O

Prof. H. S. Das (WEMC)

Susrut Eye Foundation and Research Centre

Berhampore, Muragachha

Nadia

Officer-in-Charge

Govt. General Degree College Muragachha

Muragachha, Nakashipara, Nadia

and to facilitate advancement of knowledge on the basis of reciprocity, best effort, mutual benefit, and frequent interactions.

- F. Both Parties being legal entities in themselves desire to sign this MoU for advancing their mutual interests.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISE SET FORTH IN THIS MoU, THE PARTIES HERETO AGREE AS FOLLOWS:

Clause-I
COOPERATION

1.1 Both the Parties are united by common interest and objectives, and they shall establish channels of communication and cooperation that will promote and advance, to the best efforts and as far as practicable.

a) The **Second Party** will require from the **First Party** lab set-up and faculty assistance on the list of experiments as mentioned underneath –

1. SUBJECT - GEOMETRICAL OPTICS

- Determination of the focal length & hence the power of a convex & concave lens by displacement method.
- Determination of the refractive index of a transparent liquid by using a travelling microscope.
- Determination of the refractive index of the material of a convex lens measuring its focal length, using the lens & a plane mirror.
- Determination of the refractive index of the material of a prism by minimum deviation method
- To draw i-o curve of a prism by a spectrometer & hence to find out the angle of minimum deviation
- Calibration of the given physical photometer consisting of a photocell & a micrometer for at least five luminous intensities & three external circuit resistances & using the calibrated photometer to determine C.P. of the given lamp.

b) The **First Party** shall require from the **Second Party** the following as mentioned underneath –

- Free Health Check-up camp is to be organized twice in a year in the college premises for all the students, teachers and non-teaching staff of Government General Degree College, Muragachha.
- Free Career counselling Programmes for the students of Government General Degree College, Muragachha.
- Short term internship programmes of 2-3 weeks for UG students.
- Free technical/job-oriented training programme for our students.
- Placement of the students of Government General Degree College, Muragachha in Susrut Foundation in a variety of Technical/teaching posts.
- Provision of funds for the purchase of consumables like chemicals, glassware etc and other minor equipment to conduct practical classes for the students of Susrut.

18/12/2022

Officer-in-Charge
Govt. General Degree College Muragachha
Muragachha, Nakashipara, Nadia

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Dr. Dipesh Das
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12/12/2022

1.2 Both the Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

1.3 The First Party and Second Party must respect each other's intellectual property and in case of disputes, if any, relating to any aspects of academic cooperation, The Heads of both Institutions will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.

1.4 Neither Party shall be held responsible for non-fulfillment of their respective obligation under this MoU due to circumstances beyond their control but not limited to pandemic, war, flood etc. If such a condition continues beyond six months, the parties shall then mutually decide about the future course of action.

1.5 Nothing in this MoU shall be construed to make either party a partner, an agent or a legal representative of the other for any purpose. Now onwards both the parties may mention the name and LOGO of the other in their documents as "COLLABORATOR" for purpose as may be required, subject to communication by the user to the other party in writing beforehand.

1.6 This MoU unless terminated by mutual written agreement will continue for 5 years after the effective date specified in the opening paragraph and can be renewed through mutual interest. Either Party shall have the right to unilaterally terminate this MoU upon a ninety days prior written notice to the other party.

1.7 The scope of this MoU is not restricted or limited to the list of items specifically mentioned above. Further areas of collaboration can be expanded in the future according to needs as they arise, as the above list is not exhaustive.

Clause-II

MISCELLANEOUS

2.1 This MOU, its existence and all information exchanged between the Parties under this MOU shall not be disclosed to any Person by any Party. Each Party shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any Confidential Information of the other Party. Disclosure of such information shall be restricted solely to employees, agents, consultants and representatives who have been advised of their obligation with respect to Confidential Information. The obligations of confidentiality do not extend to information which:

- is disclosed to employees, legal advisers, auditors and other consultants of a Party provided such persons have entered into confidentiality obligations similar to those set forth herein; or
- is disclosed with the consent of the Party who supplied the information; or
- is, at the date this MOU is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information; or

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- (d) is required to be disclosed pursuant to applicable law or is appropriate in connection with any necessary or desirable intimation to the Government of India; or
- (e) Is generally and publicly available, other than as a result of breach of confidentiality by the Person receiving the information.
- 2.2. The Parties acknowledge and agree that this MOU is effective as of date of execution of this MOU and shall be valid from the effective Date until terminated by any of the party by giving 30 days written notice to other party.
- 2.3 Any notice required or permitted to be given hereunder shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the other Party; (ii) if sent by prepaid courier service, airmail or registered mail, within five (5) days of being sent; or (iii) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender. Any notice required or permitted to be given hereunder shall be addressed to the address as given in the title to this Agreement.
- 2.4 The parties hereto agree that, in the event that either of them suffers any harm of any description whatsoever, including losses, costs, damages, advocates or other consultant's fees and expenses or other expenses of any nature whatsoever, resulting from any inaccuracy in any of the respective representations and warranties of the either party, as set forth in this MOU, the party hereto whose representation and warranty is false or inaccurate shall immediately and fully, protect, hold harmless, and indemnify the other party hereto. The indemnification contained in this Article shall not in any way relieve either party hereto from any indemnification provided to any of the other party hereto pursuant to any other agreement between such parties.
- 2.5 That at all times during the currency of this MOU as the case may be, the Parties shall use their best efforts to resolve by mutual agreement any dispute or difference arising between the Parties as to their respective rights, duties and obligations there under or as to any matter arising out of or in connection with the subject matter of this MOU or as to the meaning or construction of thereof ("**Dispute**"). If the Parties are unable to resolve any Dispute by negotiation within 30 days, either Party may propose to the other in writing that the Dispute should be referred to a sole arbitrator appointed by mutual consent of both the Parties for adjudication of such dispute. If the Parties are unable to agree on a sole arbitrator within fifteen (15) days of the proposal in writing by any Party to refer the Dispute for adjudication by arbitration, each Party shall name and appoint one arbitrator of its choice within thirty (30) days thereafter. The two arbitrators so appointed shall by mutual consent appoint a third arbitrator within fifteen (15) days thereafter, who shall act as the presiding arbitrator. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The language of arbitration shall be English and the venue of arbitration shall be Kolkata. The decision of the arbitrator / arbitral tribunal shall be final and binding on the Parties.
- 2.6 Nothing contained in this clause shall prevent the Parties from approaching a court of competent jurisdiction to obtain an interim injunctive relief, irrespective of whether the subject matter of dispute is under negotiation or pending arbitration.

12/11/2022

Govt. General Degree College, Muragachha
Muragachha, Nakashipara, Nadia

Officer-in-Charge

12/11/2022

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Susmit Eye Foundation & Research Centre
Baranagar, Muragachha

- 2.7 Nothing contained in this MOU shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party.
- 2.8 This MOU may be executed in two counterparts, both of which taken together shall constitute one and the same agreement, and either Party may enter into this MOU by executing a counterpart.
- 2.9 No waiver of any breach of any provision of this MOU shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- 2.10 If any provision of this MOU is invalid, unenforceable or prohibited by law, this MOU shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this MOU shall be valid, binding and of like effect as though such provision was not included herein.

IN WITNESS WHERE OF the Parties hereto have executed this MOU on the day and year first hereinabove written.

Signed and delivered for and on behalf of:

Government General Degree College, Muragachha

[Signature]
12/12/2022

Sudipta Kr Kundu 12.12.2022

Witness

Name: Tapas Chandra Saha

Title: Officer-in-Charge

Government General Degree College
Muragachha
Nakashipara, Nadia, 741154

Officer-in-Charge
Govt. General Degree College Muragacha
Muragacha, Nakashipara, Nadia

Signed and delivered for and on behalf of:

Susrut Eye Foundation & Research Centre

Meghuli Nayak 12.12.2022

Witness

Diptesh Das
12/12/2022

Name: Dr. Diptesh Das

Title: Chief Medical Officer

Dr. Diptesh Das

C.M.O.

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Berhampore, Murshidabad

