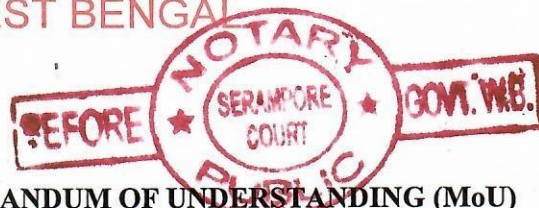




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12 OCT 2023



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

RAJA PEARY MOHAN COLLEGE

&

JAGANNATH KISHORE COLLEGE, PURULIA

FOR

RESEARCH AND HIGHER EDUCATION BASED
COLLABORATION

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 15th day of – January– Two Thousand and Twenty Three (15.01.2023), by and between

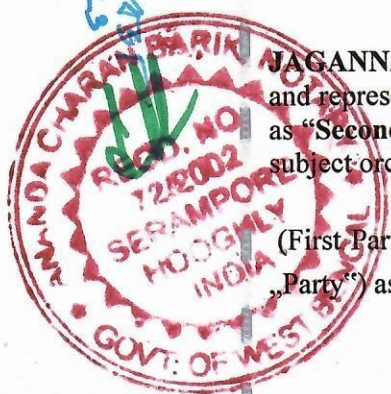
RAJA PEARY MOHAN COLLEGE, 1, A.D. Pal Road, Uttarpara, Hooghly - 712258 represented herein by its Dr. Sudip Kumar Chakrabarty, Principal (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

JAGANNATH KISHORE COLLEGE, PURULIA, Purulia- 723101 the Second Party, and represented herein by its Principal, Dr. Santanu Chattapadhyay, (hereinafter referred to as "Second Party", the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as „Parties“ and individually as „Party“) as

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WHEREAS:

- A) First Party is a Higher Educational Institution named:
(i) **RAJA PEARY MOHAN COLLEGE**
- B) Second Party also is a Higher Educational Institution named:
(i) **JAGANNATH KISHORE COLLEGE, PURULIA**
- C) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- D) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Higher education and Research.
- E) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- F) This MOU sets out the principal terms and conditions on and subject to which the Second Party is willing to cooperate with the First Party subject to the agreement and signing by the Parties of the Definitive Documents (as defined below).
- G) This MOU is not exhaustive and is not intended to be legally binding between the Parties, except where specifically stated.



NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

**CLAUSE
CO-OPERATION**

Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Raja Peary Mohan College** and **Jagannath Kishore College** and their related wings. 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.

- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual, infrastructure and academic capabilities, Research and hostel (Boys & Girls) facility of the Second Party and the intellectual capabilities, animal house and other academic or research facilities of the First Party providing significant inputs to each other in developing suitable faculty exchange program, student exchange program and research collaboration and training, for fruitful academic excellence.
- 1.3 The Parties shall cooperate with each other and agree to negotiate in a timely manner all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

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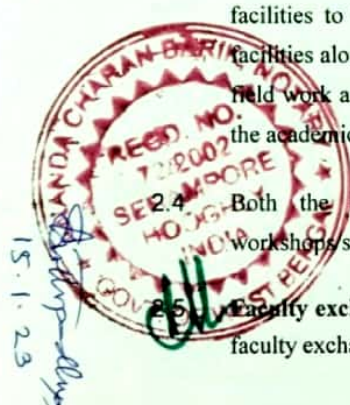
15.1.23
Dr. [Signature]

15.1.23
[Signature]

CLAUSE 2
SCOPE OF THE MoU



- 2.1 Collaboration will increase the research areas and experimental opportunities will lead to valuable academic impact and good publications, increased opportunities for faculty and student exchange program and joint seminar/symposiums. The budding graduates from both the institutions could play a key role in technological up-gradation, innovation and competitiveness. Both Parties believe that close co-operation between the two would be of major benefit to the students to enhance their skills and knowledge as well as contribute to the social cause for the underprivileged.
- 2.2 Laboratory of toxin and pharmacological research of Second Party conducts research on animal (Spider/Snake) venom to identify the bioactive molecule and clue development for antivenom. This is a very pioneer approach in India. Animal house and other laboratory facility of First Party will provide good opportunity of *in vivo* animal model to this venom research. The clue development for antivenom and identification of other bioactive molecules through this collaboration research work will be helpful for proper clinical treatments of animal bite rather than symptomatic treatment. That will be a good approach to the society as well as beneficial for both institutions through impactful publications.
- 2.3 First Party will give valuable opportunity to use their animal house and other research facilities to the Second Party. Second party will also provide their available Research facilities along with the pharmacology laboratory, hostel facilities for girls and boys during field work and other academic requirements to the First Party, so that the outcome will be the academic excellence.
- 2.4 Both the parties may jointly formulate research programs, academic courses, workshops/seminar/conferences for academic development.
- 2.5 Faculty exchange Programs: Both parties will obtain the best teaching resources through faculty exchange program.
- 2.6 Both Parties agree to provide all required documentations, internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the agreed programs on the terms specified herein.



15.1.23
INITIALS

CLAUSE 3
INTELLECTUALPROPERTY

- 3.1 This MoU does not grant either organization any right, title, interest or license into the intellectual property of the other organization. The Parties hereby agree that Inventions and Intellectual Property Rights developed by resource utilization of other party shall be shared under mutually agreement.

CLAUSE 4
CONFIDENTIALITY

- 4.1 This clause is legally binding.

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4.2 Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the Institution/business, affairs, customers, clients or suppliers of the other Party or of any member of the group of Institutions/companies to which the other Party belongs, except as permitted by clause 4.3.

4.3 Each party may disclose the other Party's confidential information:
(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of the evaluation of the envisaged co-operation and the negotiation of the Definitive Documents. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause 4; and
(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

4.4 No Party shall use the other Party's confidential information for any purpose other than the evaluation of the envisaged co-operation and the negotiation of the Definitive Documents.

4.5 Each Party reserves all rights in its confidential information. The disclosure of confidential information by one Party does not give the other Party or any other person any license or other right in respect of any confidential information beyond the rights expressly set out in this MOU or the Definitive Documents.

4.6 Except as expressly stated in this MOU or the Definitive Documents, neither Party makes any express or implied warranty or representation concerning its confidential information, including but not limited to the accuracy or completeness of the confidential information.

CLAUSE 5

VALIDITY

5.1 The Parties agree to negotiate in good faith with a view to executing the Definitive Documents within three (3) years after the date of this MOU. The validity of the MOU would be increased, thereafter, on mutual consideration.

5.2 Either Party may at any time by notice to the other, in writing terminate negotiations for the entry into the Definitive Documents, without having to give any reasons for doing so or incurring any liability to any other Party

CLAUSE 6

RELATIONSHIP BETWEEN THE PARTIES

6.1 It is expressly agreed that **First Party** and **Second Party** 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 other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

6.2 The MOU considers the use of animal house and other research facilities of the First Party to the Second Party. Second party will also provide their available Research facilities along with the pharmacology laboratory, hostel facilities for girls and boys during field work and other academic requirements to the First Party

**CLAUSE 7
COSTS**

- 7.1 This clause is legally binding.
- 7.2 Each Party shall pay its own costs incurred in connection with the proposed cooperation.
- 7.3 Second Party will bear all expenses of their own experiments when using the animal house and research facilities of First Party. The second party shall make a formal request for usage of the resources at least two weeks before conducting the experiment. The rates of the usage would be informed by the college authority on a case-by-case basis. First Party will bear all expenses of their own experiments only when using research facilities of Second Party.
- 7.4. The first party shall make a formal request for usage of the resources at least two weeks before. The rates of the usage would be informed by the college authority on a case-by-case basis. First Party may utilize the hostel facilities of Second Party (for lodging only) during field work or any other academic programs, on mutually agreed charges. The booking has to be made one month prior to the proposed dates. Both parties may use intellectual, infrastructure and academic capabilities on mutually agreed terms for programs conducted jointly.



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CLAUSE 8
GOVERNING LAW AND ARBITRATION

Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the Parties as per the Arbitration Act, 1996. The place of the arbitration shall be at Kolkata, India, all hearing shall take place in Kolkata, India, and the language of arbitration shall be English.

Both the parties would appoint the arbitrator from each side, and the 3rd arbitrator can be mutually discussed by both the parties.



AGREED:

For Jagannath Kishore college, Purulia.

For Raja Peary Mohan College

Santanu Chattopadhyay 15.01.2023

Sudip Kumar Chakrabarty

Name: Dr. Santanu Chattopadhyay

Name: Dr. Sudip Kumar Chakrabarty

Designation: Principal

Designation: Principal

Principal
J.K. College, Purulia

PRINCIPAL
Raja Peary Mohan College
Uttarpara, Hooghly

Name of Institution: Raja Peary Mohan College	Name of Institution: Jagannath Kishore College, Purulia
Address: 1, AD Pal Road, Uttarpara, Hooghly – 712258	Address: Purulia, West Bengal 723101
Contact Details: Dr. Santanu Rana	Contact Details: Dr. Partha Pratim Saha
E-mails: srana.zoology@rpmcollege.edu.in	E-mails: parthasahapratim@gmail.com
Web: www.rpmcollege.edu.in	Web: www.jkeprl.ac.in



Rathindranath Nag
RATHINDRANATH NAG
ADVOCATE
SERAMPONE COURT
REGD. NO. WB/111/88

SOLEMNLY AFFIRMED & DECLARED BEFORE ME
ON IDENTIFICATION OF ADVOCATE

A.C. Barik
A. C. BARIK
Notary Govt. of West Bengal (India)
Regd. No. 72/2002, Serampore Court
Serampore, Hooghly

12 OCT 2022