

भारतीय गैर न्यायिक

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TEN
RUPEES
Rs.10

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

81AB 622473

MEMORANDUM OF UNDERSTANDING

In terms of Section 24.9(a) of the First Statutes (Revised), 2014 of Netaji Subhas Open University, a Memorandum of Understanding (MoU) is being signed between the UNIVERSITY and Al-Ameen Memorial Minority College (AMMC), the host Organization where the Study Centre is housed.

This Memorandum of Understanding (MoU) made this 14th day of July, Two thousand twenty-three between NETAJI SUBHAS OPEN UNIVERSITY, established by the WB Act (XIX) of 1997 having its office at DD-26, Sector-I, Salt Lake, Kolkata-700064 represented by its Director, Study Centres, hereinafter referred to as NSOU of THE ONE PART

AND

Al-Ameen Memorial Minority College, is the trust having its office at Jogibattala, Baruipur, Kolkata-700145 represented by its Secretary, hereinafter referred to as SHS of THE OTHER PART

THE EXPRESSION 'NSOU' AND 'AMMC' SHALL UNLESS EXCLUDED BY OR REPUGNANT TO THE CONTEXT BE DEEMED TO INCLUDE THEIR SUCCESSOR IN OFFICE OR ASSIGNEE.

WHEREAS NSOU is the premier State Open University in India and recognized by University Grants Commission (UGC) and Distance Education Bureau (DEB).

AND WHEREAS AMMC has been consistently providing high quality of services in education and training.

DR. NURUL HAQUE
Principal

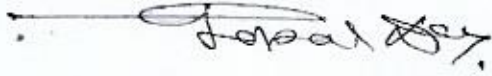
Al-Ameen Memorial Minority College
Jogibattala, Baruipur, Kol.-145

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45 10/4/2023
Sl. No. Date Rs. 10/-

Name Neelgi Subhas Open University
DD-26, Saltlake, Sec-1, Koi-64

Address
Stamp Vender Alipure Judge's Court, Kol-27
GOPAL DEY



1. **SCOPE OF SERVICES:**

- a) The NSOU will conduct the following vocational course
i) Tailoring & Dress Designing (Advanced Certificate/ Advanced Diploma)

and such other courses as approved by the University from time to time.

- a. Classroom part of the course will be arranged by AMMC at their premises and will act as the study centre of NSOU.
- b. NSOU and AMMC shall jointly administer courses and assess technology trend to provide technical support to the programme and look after the management of the day-to-day activities. The two organizations will jointly identify the industries/organizations, which the students will be required to visit if required
- c. NSOU and AMMC shall use digital distance learning technology including conventional involving multimedia courseware and other educational contents in various areas of specialization, in course of time.

2.1 **THE FOLLOWING ARE THE RESPONSIBILITIES OF NSOU AND AMMC**
RESPONSIBILITIES OF NSOU:

- a) NSOU with the help of the duly constituted Board of Studies (BoS) shall plan & prepare the syllabus of subjects for which Diploma or Certificate shall be awarded.
- b) NSOU shall plan the time frame for Distant Learning and also fix the number of Class Room Sessions to be held.
- c) NSOU shall prepare course materials with the help of Subject Experts as recommended by the BoS.
- d) NSOU shall conduct examination as per rules of the University.
- e) NSOU will determine the selection criteria of the students as per recommendation of the Board of Studies.
- f) NSOU shall finalize the panel of teachers or faculty members having requisite qualifications for the course as recommended by the BoS.
- g) NSOU shall award Diploma/Certificate, as the case may be on the basis of the examination result.
- h) NSOU will issue necessary advertisement for admission.

2.2 **RESPONSIBILITIES OF THE STUDY CENTRE**

- a) AMMC shall conduct the course as per the norms and guidelines set by NSOU. It will also bear the responsibilities of a study centre of the NSOU, such as, distribution of brochure, receipt of application and collection of course fee, distribution of study materials, distribution and evaluation of assignments and will serve as an examination centre for NSOU. The course fee & other fees collected is to be sent to the university within specified period.

- b) AMMC shall make the infrastructure including the premises, workshop, laboratory, furniture, teaching aids etc. ready. AMMC shall manage and conduct the courses and monitor performances of students as per guideline of NSOU.
- c) AMMC shall publish the schedule of theory and practical sessions on their website and also send a copy of the schedule to the NSOU and strictly follow the Academic Calendar of the University.
- d) AMMC shall allow the University team any time to visit the centre and inspect all relevant documents.
- e) The AMMC shall keep close co-ordination with NSOU for smooth conduct of the courses.
- f) AMMC shall assess technology trend and provide technical support, if required to the programme, using available resources for this project.
- g) The AMMC shall meet the running expenses for conducting the courses including fees payable to teaching staff, cost of reproduction and distribution of study materials as well as purchase of stationery and necessary consumables out of their share of revenues.

3. SHARING OF REVENUES

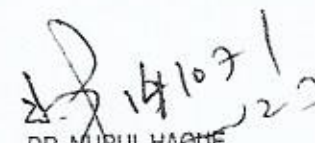
Students need to pay course fee and some other fees, such as the Identity Card fee. Examination fee, Registration fee, Development fee etc. at the time of admission as prescribed in the relevant prospectus. Course fee so collected from the students shall be shared by NSOU and AMMC in the ratio of 30:70. Fees, like Registration fee, Identity Card fee, and Development fee, shall not be shared and will be the sole property of NSOU. The examination Fee will also be sole property NSOU. However, AMMC will receive a part of the centre fee as an examination centre fee.

4. VALIDITY

This memorandum of understanding shall remain valid for a period of three years from the date of signing of the MOU, and the same may be extended and modified on mutually agreed written terms and conditions between the NSOU and AMMC. The present MoU remains valid from 1/1/2016 to is up to 31/12/2025.

5. FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, alteration, variation and repeal in laws or regulations that are in force, national strikes, fire, explosion, generalized lack of availability of raw materials or energy; provided that the parties stipulate that Force Majeure shall not include the novel corona virus Covid-19 pandemic which is ongoing as of the date of the execution of this agreement.


DR. NURUL HAQUE
Principal
Al-Ameen Memorial Minority College

- a) For the avoidance of doubt, Force Majeure shall not include:-
- b) financial distress nor the inability of either party to make a profit or avoid a financial loss,
- c) changes in the market prices or conditions, or
- d) A party's financial inability to perform its obligations hereunder.

This Force Majeure Clause applies for parties entering into the instant contract in the midst of the ongoing Covid-19 pandemic, and with restrictions imposed by the appropriate government which want to ensure that current existing circumstances at the time of execution of this agreement and/ or MOU are not considered Force Majeure events.

6. SPECIAL CLAUSE

- a) A joint committee comprising the Secretary, AMMC and the Director/ Officer-in-Charge, School of Vocational Studies of NSOU shall control/monitor the functioning of the joint venture. The committee would, as and when necessary, alter/modify and review the existing MOU for effective implementation of the course. All such alterations/ modifications and review of the existing MoU should be made in writing in order to be effective.
- b) On all aspects where the above articles of understanding are silent or for special cases of deviation from these articles, the decision mutually agreed upon in writing between NSOU and AMMC will be final. However, in case of any dispute relating to or arising out of the MOU, such dispute shall be resolved amicably and the joint committee's decision shall be final subject to the approval of the Vice-Chancellor, NSOU and binding on both parties.
- c) The MOU shall be effective when executed by or on behalf of both parties.
- d) Either side could terminate this MOU by giving an adequate notice (which shall not be less than 3 months) in written terms to the other side without causing any harm to the students who have not completed the course.

Signed on behalf of the University

NSOU 14/7/23
 Director (Study Centres) **Director, Study Centres**
Netaji Subhas Open University
 Witness: **DD-26, Sector-1, Salt Lake**
Kolkata-700 064
 1) *A. Ushah*
14/7/23

Signed on behalf of AMMC

14/07/23
 Principal
DR. NURUL HAQUE
 Witness: Principal
 Al-Ameen Memorial Minority College
 Jogibattala, Baruipur, Kol.-145
 1) *Chaitan*
14/07/2023
 Co-ordinator
 NSOU, Al-Ameen Memorial Minority
 College (J-06)
 Jogibattala, Baruipur, Kol.-145
 Al-Ameen Memorial Minority College
 Jogibattala, Baruipur, Kol.-145
 Al-Ameen Memorial Minority College
 Jogibattala, Baruipur, Kol.-145
 Al-Ameen Memorial Minority College
 Jogibattala, Baruipur, Kol.-145
 Principal