

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

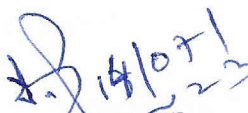
AND

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 10/04/2023
Sl. No.....Date.....Rs.10/-

Name.....

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

Address.....

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



DR. B. K. MAHAPATRA
Principal
Alipore Judge's Court, Kol-27
Jogendra Barua, Kol-142

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
Jogibattala, Baruipur, Kol.-145

- 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

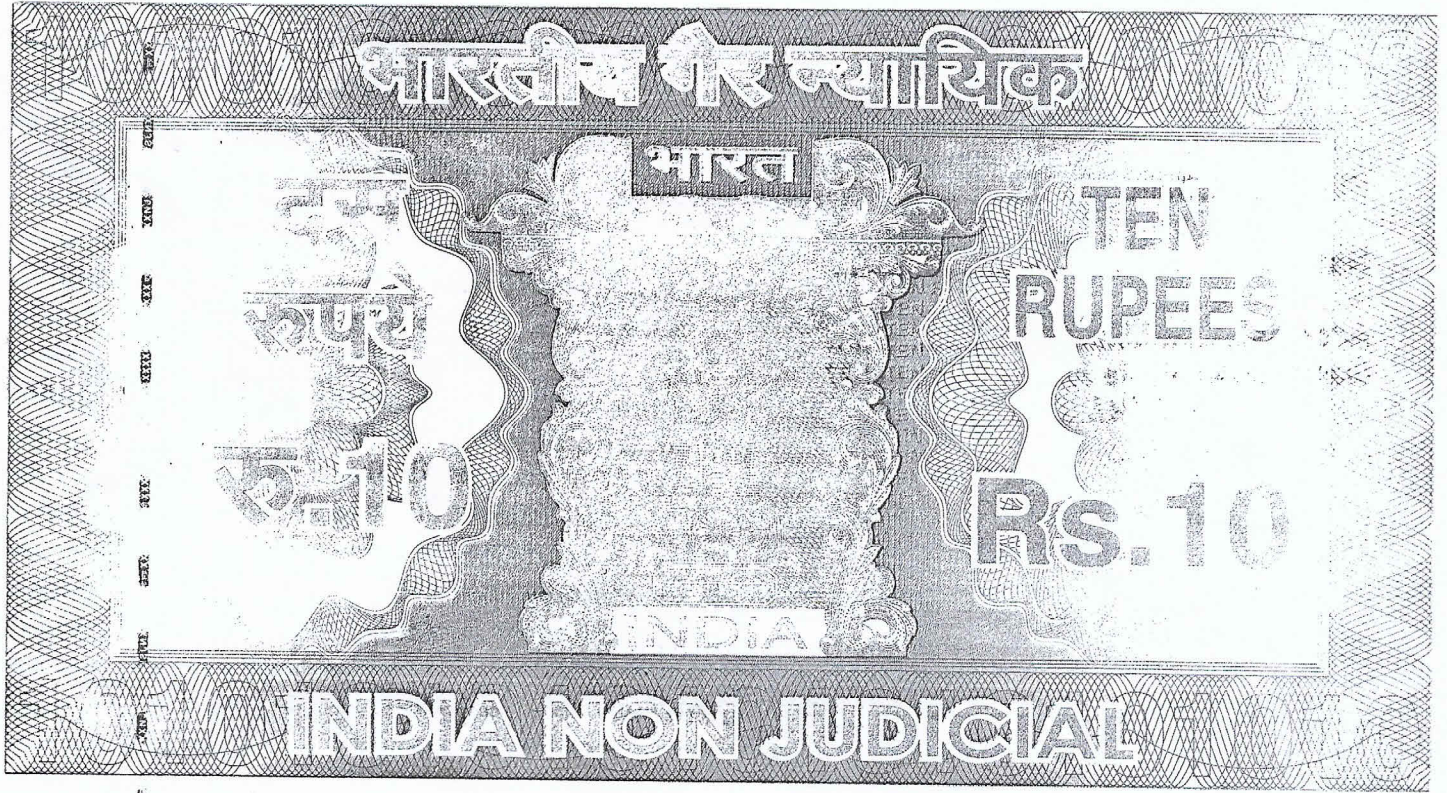
- a) A joint committee comprising the Secretary, AMMC and the Director/ Officer-in-Charge, School of Vocational Studies of NSOU shall control/monitor the functioning of the joint venture. The committee would, as and when necessary, alter/modify and review the existing MOU for effective implementation 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

NRUL 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. Chakrabarti
 14/7/23

Signed on behalf of AMMC

NRUL 14/07/23
 Principal
 DR. NURUL HAQUE
 Witness: Principal
Al-Ameen Memorial Minority College
 1) **Jogibattala, Baruipur, Kol.-145**
 Co-ordinator
14/07/2023
NSOU, Al-Ameen Memorial Minority
College, (106)
Jogibattala, Baruipur, Kol.-145
Al-Ameen Memorial Minority College
Jogibattala, Baruipur, Kol.-145
Jogibattala, Baruipur, Kol.-145
Al-Ameen Memorial Minority College
 Principal



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

65AB 996811

**Memorandum of Understanding for opening
Learner Support Centre / Study Centre for Under
Graduate and Post-Graduate (Non-lab) Programmes of
Netaji Subhas Open University**

In terms of Netaji Subhas Open University First Statutes (Revised), 2014 No. 8(4) and No. 24(5) and in tune with the UGC (ODL programmes & Online Programmes) Regulations, 2020, this Memorandum of Understanding (MOU) is being signed between the University and the host Institution where the Learner Support Centre (LSC)/ Study Centre is housed.

In full appreciation of the aims and objectives of the University as well as its operational principles, the undersigned as the Head of

(Name of the Institution) *Al-Ameen Memorial Minority College*
affiliated to *University of Calcutta*

Located at the address : *Jogibattala, Baruiipur, Kolkata-700145*
West Bengal

puts on record the consent of the authorities of the Institution to house a Learner Support Centre(LSCs)/ Study Centre (herein after the Centre) of the Netaji Subhas Open University (herein after the University or NSOU as it is commonly known) under the following terms and conditions:

- i) to make available for the said purpose necessary infrastructure such as two rooms each of size at least 600 sq ft. and provide services for efficient running of the Centre, including receiving of study materials from the University and distribution of the same to individual student;
- ii) To provide the class rooms/ seminar room as per requirements of the teaching-learning processes.
- iii) to comply with the Rules and Regulations, which are already in force and/ or which to be introduced by the University &/or the UGC-Distance Education Bureau (DEB) &/or other statutory body(ies) as may be applicable, in respect of LSCs / Study Centres from time to time;
- iv) to run the Post Graduate LSCs / Study Centres offering Arts, Commerce & Mathematics only out of the share amount received from the University in this regard as per the norms of the University which are in force and which may be promulgated from time to time.
- v) to maintain complete records of:-
 - (a) all expenses including those incurred out of the amount received by the LSC/ Study Centre,
 - (b) student enrolment, renewal and assessment in different subjects,
 - (c) academic and supportive staff working at the LSC/ Study Centre and
 - (d) all programmes of the LSC/ Study Centre;
- vi) to conduct examinations as and when required, in consonance with the schedule announced by the University;
- vii) to send regular reports to Director, Study Centres and/or other concerned officers of the University regarding the activities, needs and progress of the LSC/ Study Centre and to allow visiting teams consisting of University authorities and/ or any person who may be authorized by the University for monitoring purposes.
- viii) All teachers (including SACT-I) of LSCs have to participate in any academic activities as and when instructed by the University.
- ix) To engage coordinator along with other supporting staff following the G.B. (of the College/HEI concerned) resolution under intimation to the Director, Study Centres, NSOU.
- x) It would be the responsibility of all academic counsellors attached to the LSC/ Study Centre to participate in the teaching-learning and evaluation process of NSOU viz., Personal Contact Programme (PCP) and evaluation of answer papers of the Term-End and Assignment Examinations as may be assigned to them from time to time by the concerned authority of the college/ LSC/ Study Centre and/or NSOU.
- xi) LSCs/Study Centres will have to conduct laboratory based activities /field work/dissertation/hands on training (as would be applicable) for the enrolled learners of the University as and when instructed by the University.
- xii) The Principal/Teacher-in-Charge/Officer-in-Charge and Coordinator shall abide by the provisions of the relevant sections of NSOU Statutes /Law/Regulations and other directions which may be relevant for the purpose of the smooth running of the LSCs / Study Centres.

- xiii) LSCs / Study Centres shall create a TAB in the college Website for NSOU to give all information relating to the University. All the notices and schedules relating to Admission, Renewal, Personal Contact Programme, Examinations etc will be uploaded on the relevant link (TAB) of the college website.
- xiv) The Learner Support Centre/ Study Centre will put a notice board and signboard depicting the University name and logo at a distinct place in the college premises in order to make the same visible.
- xv) It shall be the responsibility of the LSC/ Study Centres to submit the Audit Report of the grants received by them by 31st May each year.
- xvi) Programme Offered : Vide Annexure (the programmes offered by the university to the LSC/Study Centre are provided in the annexure herein and shall be treated as the part and parcel of this agreement).
- xvii) The LSCs/study centre will organize Induction Meeting before the commencement of each academic session with newly admitted students. University officials (faculties/officer) may participate in the programme whenever necessary on invitation.
- xviii) The LSCs/ study centre should strictly follow the normal working hours which are as follows::
- Saturday (2pm to 5pm); Sunday (10.30am to 5.30pm)
- xix) The college/Higher Education Institution will not open more than two LSCs of two different Universities including NSOU. And it shall be the duty of the college to inform the NSOU if and when the second LSC is opened and put to function.
- xx) 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 coronavirus Covid-19 pandemic which is ongoing as of the date of the execution of this agreement.

For the avoidance of doubt, Force Majeure shall not include:-

- (a) financial distress nor the inability of either party to make a profit or avoid a financial loss,
- (b) changes in the market prices or conditions, or
- (c) 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.

- xxi) In case of any litigation the High Court of Calcutta, should be the authority.

- xxii) The Clauses on Termination of this instant agreement shall be made on mutually agreed conditions subject to the protection of learners' interest and without causing any prejudice to them who are already enrolled.
- xxiii) This MOU is subject to further revision, if any, when the Regulations of the University comes into force

This MOU comes into effect on the 27th day of December 2022 and this is in continuation of the previous MOU(s)



Signed on behalf of the University

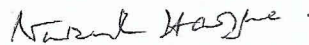
Place: Kolkata

Date: 27.12.2022

(Official Seal)
Director, Study Centres
Netaji Subhas Open University
DD-26, Sector-1, Salt Lake
Kolkata-700 064

Witness: N. Chattopjee

Assistant Director, Study Centres
Netaji Subhas Open University



Signed on behalf of the Study Centre

Place: Kolkata

Date: 27.12.2022

(Official Seal)

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

Witness: Benajir Khatun

Co-ordinator
Al-Ameen Memorial Minority College (J-06)
Jogibattala, Baruipur, Kolkata- 700145

Annexure-I

Subjects offered to Al-Ameen Memorial Minority College Study Centre under Under Graduate and Post Graduate Programme of the University

Under Graduate / BDP Programme

1. Bengali
2. English
3. History
4. Political Science
5. Commerce


Post Graduate Programme/ Second Degree/Post Graduate Diploma

1. Bengali
2. English
3. History
4. Political Science
5. Public Administration
6. Education
7. Commerce
8. Mathematics
9. English Language Teaching
10. Library and Information Sciences
11. Social Work
12. Bachelor of Library and Information Sciences
13. Advance Diploma in Journalism and Mass Communication
14. Advance Diploma in Public Relation and Advertising
15. Advance Diploma in English Language Teaching



Principal

Principal
Al-Ameen Memorial Minority College
Jogibabais Baniapur Kol.-745


Director, Study Centres
Director, Study Centres
Netaji Subhas Open University
DD-26, Sector-1, Salt Lake
Kolkata-700 064