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## MEMORANDUM OF UNDERSTANDING

BETWEEN

INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES

AND

KHARAGPUR COLLEGE

ON

FRIENDSHIP AND COOPERATION, PROMOTION OF MUTUAL UNDERSTANDING,  
ACADEMIC, CULTURAL AND SCIENTIFIC THOUGHT AND PERSONNEL  
EXCHANGE

(62)  
Principal  
Kharagpur College

*[Signature]*  
International Institute  
of Management Sciences

164156

Sold to: International Institute of Management  
Address: Sciences  
Palaza, Mahishekha.  
Date: 21 FEB 2024  
← How - 711303.

**SIPRA DEY**  
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J. N. S. Road, Kolkata - 700 001

21 FEB 2024

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## Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as "MoU") is entered into on this the 22nd day of February, 2024 by and between

### INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES

Address: Palara, Bombay Road (NH- 16) P.O. – Mahisrekha, Uluberia, Howrah - 711303, W.

Bengal, India, a Trust registered under Indian Trusts Act. It is represented by **Dr. Ashok Kumar Mukherjee, Director** 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

**KHARAGPUR COLLEGE**, situated in - PO – Inda, PS : Kharagpur Town, Dist: Paschim Medinipur, West Bengal, Pin: 721305 represented herein by **Dr. Bidyut Samanta, Principal** (herein after referred 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).

### WHEREAS

- A) First Party is a Higher Educational Institution named: **International Institute Of Management Sciences**.
- B) 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.
- C) **IIMS** is a MBA College approved by AICTE, Govt. of India and affiliated to MAKAUT. IIMS conducting 2-years Fulltime MBA Programme.

(6)

- D) The Parties are desirous of entering this Memorandum of Understanding to declare their respective intentions and to establish a "Academic Partnership" for conducting Training Programme, Education, Research
- E) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

**NOW THIS MOU WITNESSES AS FOLLOWS:**

**OBJECTIVE**

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each party's country, shall endeavour to strengthen, promote and develop Education, Training, Research and Projects co-operation between the Parties on the basis of equality and mutual benefit.

**AREAS OF COOPERATION**

- 2.1 Both parties agree to encourage the following activities, in particular, to promote Seminar, Academic, Research, Training Programme cooperation in the following areas :
- a) Institutional exchanges between faculty and staff from each partner institution;
  - b) Acceptance of students of each partner institution for periods of study and/or research;
  - c) Organization of symposia, conferences, courses, Training, Workshop and meetings on research issues;
  - d) exchange of information pertaining to developments in teaching, student development and research institutions;

- e) cooperation in any other areas as agreed to by the Parties from time to time; and
- 2.2 The Both the organisations will be responsible for conducting the different academic programmes till the end of the aforesaid programmes in scheduled time as decided time to time in a proper manner.
- 2.3 Both the organizations will provide the detailed programme structure along with design, content, title of the programmes, number of speakers as per the requirement before the commencement of the scheduled programmes.

### **FINANCIAL ARRANGEMENTS**

- 3.1 This Memorandum of Understanding shall not give rise to any financial obligation by one Party to the other.

### **EFFECT OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and shall not give rise to any legal process and shall not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

### **ENTRY INTO EFFECT AND DURATION**

- 6.1 This Memorandum of Understanding shall become effective as of the date of signatures of both parties or if the dates vary, the date of the later signature.
- 6.2 This Memorandum of Understanding shall remain in effect for a period of FIVE (5) years.
- 6.3 This Memorandum of Understanding may be extended for such further period as may be agreed in writing by both parties.

### REVISION, VARIATION AND AMENDMENT

- 7.1 Either party may request in writing a revision, variation or amendment of this Memorandum of Understanding.
- 7.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this Memorandum of Understanding.
- 7.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.
- 7.4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this Memorandum of Understanding before or up to the date of such revision, variation or amendment.

### TERMINATION

This Memorandum of Understanding may be terminated by either party with a minimum of THIRTY (30) days written notice. Activities in progress at the time of termination of this Memorandum of Understanding shall be permitted to conclude as planned unless otherwise agreed.

### NOTICES

Any communication under this Memorandum of Understanding shall be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of **International Institute of Management Sciences and Kharagpur College** as the case may be, shown below or to such other address or electronic, mail address or facsimile number as either Party may have notified the other Party and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

**To: International Institute Of Management Sciences**

Address: Palara, Bombay Road (NH- 16) P.O. – Mahisrekha, Uluberia,  
Howrah - 711303, W. Bengal, India.

Contact details :- Dr. Ashok Kumar Mukherjee, Director

Tel. : (+91)3322652516

E-mail : iimsdesk@yahoo.co.in

**To : KHARAGPUR COLLEGE**

Address : PO:- India, PS: - Kharagpur Town, Dist: Paschim Medinipur, West Bengal, Pin: 721305

Contact details :- Dr. Bidyut Samanta, Principal

Tel. : 9474447501

E-mail : kharagpurcollege@gmail.com

**PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- 10.1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
- 10.2 The use of the name, logo and/or official emblem of any of the Parties on any publications, document and/or paper is prohibited may used in the joint project only.
- 10.3 Not with standing anything in paragraph 10.1 above, if the intellectual property rights in respect of any technological development, and any product and service development, were obtained –
- (i) jointly by the Parties or if the research results were obtained through the joint activity or effort of the Parties, then these shall be jointly owned by the parties in accordance with terms to be mutually agreed upon; or
- (ii) solely and separately by a Party or if the research results were obtained through the sole and separate effort of the Party, then these shall be solely owned by the Party concerned.

(15)



**CONFIDENTIALITY**

- 11.1 Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
- 11.2 Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

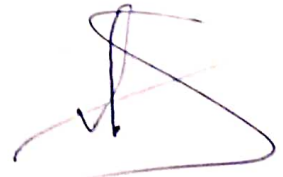
**SUSPENSION**

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after notification has been given to the other Party.

**SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the parties through any third party.

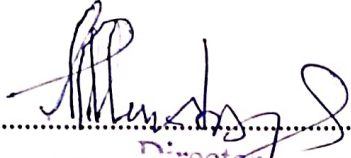
(6)





IN WITNESS WHEREOF this Memorandum of Understanding has been duly signed in duplicate at ..... on this .....th day of ..... in the year 2024

Signed by  
for and on behalf of  
**INTERNATIONAL INSTITUTE OF  
MANAGEMENT SCIENCES**

  
.....  
**DR. ASHOK KUMAR MUKHERJEE**  
*Director International Institute  
Management Sciences*

Signed by  
for and on behalf of  
**KHARAGPUR COLLEGE**

  
.....  
**DR. BIDYUT SAMANTA**  
Principal *Principal*  
**Kharagpur College**

**Witness :**

1. *Monalisa Chakraborty*
- 2.

**Witness :**

1. *J. Pramanik*  
**Co-ordinator, IQAC  
Kharagpur College  
Kharagpur-721305**
2. *Janu Kumar Ray*  
**Associate Professor  
of Commerce**



