

পশ্চিম্বুজ पश्चिम बंगाल WEST BENGAL

48AB 555444

### MEMORANDUM OF UNDERSTANDING

This MEMORANDUM is made the 26th day of February, 2021

#### BETWEEN

THE BHAWANIPUR EDUCATION SOCIETY COLLEGE, having office at 5, Lala Lajpat Rai Sarani, Kolkata 700020, West Bengal, India acting and executing through DR. SUBHABRATA GANGOPADHYAY, Teacher -In -Charge, hereinafter shall be called to as the FIRST PARTY (which terms and expression shall, unless repugnant to the context, be deemed to mean her successors-in-office, administrators, assigns, deputees etc.) of the ONE PART.

#### AND

DEPARTMENT OF CONSUMER AFFAIRS, Government of West Bengal, having office at 11A, Mirza Ghalib Street, Kolkata-700087, West Bengal, India acting and executing through its Joint Secretary PRANAYJIT SARKAR, son of Pankoj Kumar Sarkar hereinafter shall be called to as the SECOND PARTY (which terms and expression shall, unless repugnant to the context, be deemed to mean her successors-in-office, administrators, assigns, deputees etc.) of the OTHER PART.

First Party and Second Party shall together be called and referred to as the "THE PARTIES".

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The Bhawanipur Education Society College

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KOLKATA REGISTRATION OFFICE

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- a. Three months certificate course on "CONSUMER AFFAIRS" covering 48 hours in 24 lectures.
- b. The Department of Consumer Affairs will support maximum 10 lectures with 20 hours in total. (2 hours for 1 lecture)
- c. The mutual provision of services in respect of matters likely to include providing expert faculty for programme support, at joint seminars and also at other educational events.
- d. The Department of Consumer Affairs, Government of West Bengal will arrange for practical exposure to the students pursuing this Certificate Course.
- Schedule and time of classes will be arranged through discussion between both the parties.
- f. The First Party shall make provision for recording the programme/s in visual mode or audio-visual mode for keeping record for future reference and use. Such visual or audio-visual recording shall be supplied to the Second Party, on demand.
- g. All the expenses including but not limiting to logistics, stationery, study materials and transportation of officers of Consumers Affairs Department for the programmes, seminars and classes shall be borne by the First Party.
- h. The Second Party/Consumer Affairs Department shall neither be liable to incur any expenditure nor be liable to any bear any financial liability under this Understanding.
- 5. This Memorandum of Understanding shall remain valid for a period of three (3) years from the date on which it is made. The Memorandum of Understanding may be extended, subject to review, by mutual agreement of the Parties.
- 6. Either Party may terminate this Memorandum of Understanding after giving the other party a three (3) months' written notice of its intention to do so.
- 7. Both the Parties herein agreed that the certificate to be issued after completion of the three months certificate course will bear the logo of "Department of Consumer Affairs, Government of West Bengal" & "The Bhawanipur Education Society College".
- 8. The Infrastructural facility along with honorarium of expert faculty to be provided and borne solely by the Bhawanipur Education Society College.

### **WHEREAS:**

- A) The first Party (The Bhawanipur Education Society College) is a reputable higher education Institution affiliated to University of Calcutta & accredited by NAAC and the Second Party (Department of Consumer Affairs, Government of West Bengal) is a part of a Department under Government of West Bengal dealing with or in "Consumer Affairs, Awareness and Protection of consumer rights".
- B) The First Party approached the Second Party and offered to work in collaboration to cause awareness through dissemination and education regarding consumer related laws.
- C) The Second Party, in order to enrich about the consumer basic and laws and also to cause awareness, has agreed to collaborate with the First Party to achieve the common desired objective.
- D) The Parties herein have therefore being consensus ad idem have agreed to reduce the terms and conditions of understanding in black and white, written herein below.

# **NOW THIS INDENTURE WITNESSETH AS FOLLOWS:**

- 1. That the Parties herein acknowledge and undertake to respect/honour each other's integrity, discretion and standing in respect of the students, academic matters and proper processes relating to their individual institutions.
- 2. That the Parties herein confirm their willingness to co-operate with each other and wish to declare their current intention to develop joint working with a view to cause awareness through dissemination and education regarding consumer related laws.
- 3. The Parties herein expect to conduct initial discussion through **Dr. Subhabrata Gangopadhyay**, Teacher-In-Charge on behalf of **THE BHAWANIPUR EDUCATION SOCIETY COLLEGE** and Pranayjit Sarkar, the Joint Secretary, Consumer Affairs Department, Government of West Bengal whilst acknowledging that all formal negotiations and proposals relating to specific students and specific programmes must be conducted subject to the Parties' own proper procedures and approvals.
- 4. The Parties herein wish to record that they expect to explore collaborative activity including but not limiting to the following:

- 9. This Memorandum of Understanding is neither intended to place legally binding obligations on either party nor to give either party any authority to act on behalf of or to commit any expenditure by the other party.
- 10. The Parties herein remain at liberty to discuss joint working with any third party.

**IN WITNESSES WHEREOF** the parties have caused their representatives duly authorized for that purpose to execute this Agreement on the date and in the year herein written.

#### **WITNESSES:**

Modassar Alam (W.B.L.S.)
Law Officer

Consumer Affairs Department Government of West Bengal Syngopalyey

Signature and seal of and for THE BHAWANIPUR EDUCATION

SOCIETY COLLEGE/ First Party
Dr. Subhabrata Ganguly
Teacher in Charge

The Bhawanipur Education Society College

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> Signature and seal of and for CONSUMER AFFAIRS DEPARTMENT/Second Party

PRANAYJIT SARKAR, wass Joint Secretary Consumer Affairs Deptt. Government of West Bengal



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The Bhawanipur Education Society College
5. L. L. Rai Sarani
Kol-70020

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Consumer Affairs Department Government of West Bengal S. Jungo padlyny

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COLLEGE/ First Party
Dr. Subhabrata Ganguly
Teacher in Charge
The Bhawanipur Education Society College?

2. Codep Frader 20/orfror Academic Adviser La Blandpore Education

Signature and seal of and for CONSUMER AFFAIRS DEPARTMENT/Second Party

PRANAYJIT SARKAR, WBSS
Joint Secretary
Consumer Affairs Deptt.
Government of West Bengal