



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

81AB 631018

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered on 17th October 2023 **between**

VICTORIA INSTITUTION (COLLEGE) established in 1932., is a Govt. aided College situated at 78-B, APC Road, Kolkata-9, West Bengal is affiliated with the University of Calcutta hereinafter referred to as "**VICTORIA INSTITUTION (COLLEGE)**" unless it be repugnant to the subject of context thereof, shall deem to mean and include its successors and assigns of the **ONE PART**

And

George School of Competitive Exams, a unit of The George Telegraph Group Estd. 1920 having registered office at premises No. 31A, S. P. Mukherjee Road within the Municipal Limits of the city of Kolkata bearing Pin Code No. 700 025 represented by Avijit Kundu son of Late Gopal Chandra Kundu, Ayan Sarkar son of Late Jyotirmay Sarkar and Haranath Das son of Balai Lal Das, the Directors as well as the Partners of George School of Competitive Exams. (GSCE), (hereinafter referred to as "GSCE" which expression shall unless it be repugnant to the meaning and context thereof be deemed to mean and include its Executors, Administrators, successors and assigns) of the **OTHER PART**,

VICTORIA INSTITUTION (COLLEGE) and GSCE are hereinafter jointly referred to as 'parties' and individually as 'Party'.

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GEORGE SCHOOL OF
COMPETITIVE EXAMS
Director

Principal
VICTORIA INSTITUTION
(College)

VICTORIA INSTITUTION (COLLEGE) Background:

The Victoria Institution, originally named as the Native Ladies Normal and Adult School, was founded on 1st February, 1871, by Brahmananda Keshub Chandra Sen under the auspices of the Indian Reform Association of which he was the President. The aim of the Institution as laid down by Keshub Chandra Sen was to build up a scheme of education "specially adapted to the requirement of the female mind and calculated to fit woman for her position in the society."

George School of Competitive Exams (GSCE) Background:


George School of Competitive Exams (GSCE), a unit of The George Telegraph Group established in 1920, is dedicated to providing guidance and coaching of the highest quality in a scientific manner through systematic and modern teaching techniques to the youth. GSCE helps students in realizing their true potential by securing the required qualifying marks in competitive exams with ease, making them eligible for the relevant job market. GSCE focuses on grooming students for cusses by instilling in them the confidence to imbibe the course content property and manage time better.

VICTORIA INSTITUTION (COLLEGE) and The GSCE share the common vision of empowering the students by imparting relevant skill set and increasing their employability.

To achieve common goal, **VICTORIA INSTITUTION (COLLEGE)** and GSCE will collaborate on a non-exclusive basis on the following framework for providing guidance and coaching of the highest quality in a scientific manner through systematic and modern teaching techniques to the youth.

Deliverables under the scope of Work:

- a. The Courses shall be set up and run in the **VICTORIA INSTITUTION (COLLEGE)** campus or in The George Telegraph Campus located at 136 B.B. Ganguly St. Kolkata- 700012.
- b. Counseling and admission will be done by GSCE.
- c. Classroom Training for the students would be conducted and delivered by qualified faculty members of GSCE.
- d. One staff will be engaged by the GSCE purely on temporary basis recommended by the **VICTORIA INSTITUTION (COLLEGE)** Authority.
- e. Fees structure and all commercial terms applicable for this training centre will be decided and finally implemented by the GSCE Management and **VICTORIA INSTITUTION (COLLEGE) authority.**
- f. **VICTORIA INSTITUTION (COLLEGE)** Authority shall not hold the GSCE responsible and/ or liable for any loss and /or damage of any personal property by fire, theft or other casualty.
- g. GSCE is equipped to impart training of the courses.


Principal
VICTORIA INSTITUTION
(College)



OTHER TERMS AND CONDITIONS:

1. The parties are responsible for their individual acts of commission and / or omission, due to their negligence - and non-compliance of statutory liabilities and obligations.
2. The engagement is on a principal-to-principal basis and no party shall hold each other as agent and or principal of the other for any liability.
3. This MOU shall be effective from date of execution and shall be in force for a period of **5 years** from the date of execution. It is expressly agreed between the parties that either party shall be entitled to terminate this agreement at any time by giving prior notice of 90 days in writing.
4. This Engagement is not intended nor shall be construed as creating a joint venture, partnership or other form of business association.
5. In no event shall **VICTORIA INSTITUTION (COLLEGE)** be liable for any incidental, punitive, direct, indirect or consequential damages whatsoever, (including but not limited to damages for loss of profits or confidential or other information, for any kind of interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, negligence, and any other pecuniary of other loss whatsoever) or otherwise in the event of fault, tort (including negligence), misrepresentation, strict of product liability, breach of contract or breach of warranty and even if the party has been advised of the possibility of such damages.
6. **Revenue Sharing:**
The **GSCE & VICTORIA INSTITUTION (COLLEGE)** shall share **80: 20 respectively**, the course fees (after deduction of GST) collected from the students.
7. **Confidentiality of Relationship and information**
The parties shall severally take care to ensure that the information provided by the other party remains confidential and further agree not to use the Confidential Information for any purpose other than the purpose for which it is intended, the parties shall not disclose any Confidential Information to anyone other than the employees of either organization who need to know the Confidential Information. This clause shall survive even after this Engagement.

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 17/10/2023
Principal
VICTORIA INSTITUTION
(College)



8. Trademarks, Trade Names and IPR's

The parties hereby acknowledge and confirm that all intellectual property rights in respect of and relating to the trademarks, service-marks, copyrights, trade names including their respective corporate names, brand name or any part thereof (hereinafter collectively referred to as "Intellectual Property") are owned / possessed by respective owners and nothing contained in this Engagement shall, unless specifically provided, be deemed to authorize the other party to use or give any right in respect of any of the Intellectual Property of the respective owners.

The parties shall not use in any manner whatsoever, any of the Intellectual Property registered or not except as expressly authorized writing and restricted to the purpose/ period thereof. The parties shall strictly comply with requirements and specifications relation to the display of any logo, trademark, and copyright relation to the Intellectual Property.

Upon the Expiry or termination of the Engagement for any reason, the parties shall immediately cease and desist for all time from any use of or reference to the Intellectual Property of the other party.

The parties acknowledge and confirm that all materials given by them whether in printed, written or electronic form, constitute copyright ownership of respective parties and reproduction in any form or by any means mechanical or electronic including photocopying, recording or by any information storage or retrieval system is not permitted and shall constitute a breach of the terms of the Engagement warranting such steps as may be deemed appropriate including but not limited to termination of this Engagement.

9. Use of Logo and Trademarks

- For promotion of the service, logos of both parties would be used in pamphlets, brochures, marketing material, newsletters, periodicals, website, social media etc
- After prior approval from VICTORIA INSTITUTION (COLLEGE) and The GSCE, logo of same can be used in any marketing material and other promotional content.

10. Dispute jurisdiction and resolution

- a) Any and all differences and disputes whatsoever arising between the parties shall in the first instance be resolved mutually between the parties and However, in case of any dispute relating to or arising out of the MOU, such dispute shall be resolved amicably through Joint Committee constituted for the purpose with the consent of the Principal, VICTORIA INSTITUTION (COLLEGE) and joint committee's decision shall be final and binding on both parties with the approval of the Principal, VICTORIA INSTITUTION (COLLEGE).

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Principal
VICTORIA INSTITUTION
(College)



11. Assignment

Neither party shall, without the other's prior written consent assign, change, charge or otherwise transfer or delegate of share the rights, obligations, or any provision of this Engagement to any other person.

12. **Tenure:** The MOU will be valid for a period of **5 years** from the date of execution and may be reviewed after a period of 1 year.

13. Force Majeure

Neither Party shall be liable for any delay or default in performing any of its obligations and if such delay is due to bandh, strikes, riots, natural calamities, any other act of God or unforeseen circumstances. However, payment of money dues shall not be covered by the Force Majeure Condition.

IN WITNESS WHEREOF this MOU has been executed by the duly authorised representative of each Party on the day, month and year first above written.

**GEORGE SCHOOL OF
COMPETITIVE EXAMS**
Arist/Arundh
Director

For *[Signature]* 17/10/23

VICTORIA INSTITUTION (COLLEGE):

**Principal
VICTORIA INSTITUTION
(College)
PRINCIPAL,**

VICTORIA INSTITUTION (COLLEGE)

For

George School of Competitive Exams:

George School of Competitive Exams

Witness

- 1. *[Signature]*
DR. SUMALLEYA KARMAKAR
IQAC Co-ordinator
Victoria Institution (College)

- 2. *Debjani Das (Ghosh)*
IQAC member,
MOU com. convenor 17/10/23

- 1. *[Signature]*

