



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AD 613319

Training, Placement and Academic Collaboration Agreement

This Training, Placement and Academic Collaboration Agreement (herein after, referred to as "Collaboration Agreement") is signed and executed on 20th Nov, 2020.

Janusree Jana

Secretary

IRISH CHANDRA FOUNDATION



ক্রমিক নং.....৯২৬..... তারিখ.....২২/০২/২০২০

ঢাকা.....০০৫.....

তথ্যসূত্র: দেওয়ানী আদালত, জেলা-পূর্ব মেদিনীপুর

জেলার.....Singharia University.....

সং.....Pacheri Bari.....

থানা.....Jhunjhunu.....

কিঃ.....Rajasthan.....

জেলা- ~~পূর্ব মেদিনীপুর~~

স্বাক্ষর ডেপুটি.....উত্তর সাহা.....

BY AND BETWEEN

SIRISH CHANDRA FOUNDATION, a trust/ society registered under the act of having its office and permanent communication address as **Vill – Brajalalchak, PO- Dakshinchak, PS-Bhabanipur, District – Purba Medinipur, State – West Bengal, PIN - 721654**. Acting through **Mrs Tanusree Jana, Secretary, Sirish Chandra Foundation**, duly authorized (hereinafter, referred to as “**First Party**” which expression shall mean to include its successors).

AND

Singhania University, a statutory body established by the Act of State Legislature viz. Singhania University Pacheri Bari (Jhunjhunu) Act, 2008 (recognized as per Section 2f of UGC Act, 1956) having its campus at Pacheri Bari, Jhunjhunu (Raj.) represented through**Akshama Gupta**..... (hereinafter referred to as “**Second Party**” which expression shall mean to include its successors and permitted assignees)

The First Party and the Second Party shall individually be referred to as “Party” and shall be collectively referred to as the “Parties”.

Whereas:

- I. The First Party is a not for profit society/trust committed to the cause of creating world level modern research and study facilities in order to provide state of the art educational facilities to the youth at their doorsteps.
- II. The Second Party is a university as per section 2(f) of the UGC Act, 1956 established with an object to promote education and disseminate knowledge through novel techniques and methodologies for the benefit of the large section of society.
- III. The First Party has represented that it is engaged in the field of education having sufficient resources and experience to provide quality placement oriented education with practical training to students and to promote higher

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education, vocational and skill-based education in rural and urban areas with mandate to reach the unreached.

IV. Based on the representation of the First Party, the Second Party has agreed to collaborate to participate in the common cause for education and to share the resources, infrastructure and human resources and has agreed to sign this Collaboration Agreement with the terms and conditions as detailed hereunder:

1. Objective of the Collaboration Agreement

The parties, through this Collaboration are committed to attain the following objects to:

- 1.1. Promote quality placement-oriented education by sharing resources to create effective learning support system for the knowledge of communities spread in the rural and urban areas of the country to disseminate academic, vocational and skill-oriented programmes with emphasis on hands on training to generate self-employment opportunities and/or to provide trained workforce to the industry.
- 1.2. Provide instructions, provide for research, training, placement etc. in such manner and for such purpose as may be required for effective dissemination of placement-oriented education to the students of the Second Party. It is clearly understood that the students shall be regular students of the Second Party and the First Party is only a collaborator to provide training and placement and the students shall be free to complete their programme at the campus of the Second Party or at any other collaborator of the Second Party of their choice as per the applicable rules and regulations.

2. Consideration

The First Party has deposited an amount of _____ (Rupees _____) in the account of the Second Party vide _____ Bank:

Date: _____ as consideration towards the present Collaboration Agreement.

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3. Obligations of the First Party

- 3.1. The First Party will offer the academic programmes mentioned below in Clause 5 to the students through its resources as per the norms and delivery mechanisms deemed fit for effective content delivery and dissemination of knowledge in the said programmes. The academic programmes of the First Party, their academic norms, fee structure, duration, delivery mechanisms, examination, evaluation and supervision shall be as per the applicable norms and regulations and governed by the Second Party.
- 3.2. The First Party shall pay the fees for each admitted student as under:
- i. **50%** of the fees prescribed (as amended) on the website of the Second Party for the respective course in which the student is admitted.
 - ii. **100%** of the fees (as amended) prescribed on the website of the Second Party for the course in which the student is admitted in case the number of admissions by the First Party for the said academic year is less than 15 in any course or total admissions less than 50.
- 3.3. The First Party shall deposit the fees of the students directly in the account of the Second Party strictly in accordance with the rules prescribed in this regard by the Second Party. The First Party shall be responsible for timely deposit of the fees of the students and acknowledges that delay in deposit of fees shall give right to the Second Party to cancel the admission and/ or withhold issue of results, transcripts, mark sheets, etc.
- 3.4. The First Party shall work as a collaborator of the Second Party for promoting the object of placement-oriented education.
- 3.5. The First Party shall periodically submit the programme content, training methodology and the placement data of the students to the Second Party for review. The First Party shall ensure that at least 75% of the passing out students are placed.

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- 3.6. The First Party shall implement Choice Based Credit System and grading system.
- 3.7. The First Party shall strictly follow and adhere to the policies, rules and regulations of the Second Party as may be amended from time to time. The Second Party reserves its right to amend its policies, rules and regulations from time to time and the same shall be binding on the First Party from time to time.
- 3.8. The First Party acknowledges and agrees that the present Collaboration Agreement does not create any kind of principal-agent relation between the parties and the Second Party shall not be responsible for actions of the First Party including but not limited to not providing quality placement-oriented education to the students, charging more fees from the students, misrepresenting to students etc.
- 3.9. The First Party shall not license, assign or transfer its rights under this Collaboration Agreement to any third party.
- 3.10. The First Party shall keep the terms and conditions of this Collaboration Agreement strictly confidential and shall not disclose the same to any third party.
- 3.11. The First Party shall conduct and impart education, training and placement strictly in accordance with the norms, standards and laws applicable to an educational institution of good standing.
- 3.12. The First Party shall not make any misrepresentations including but not limited to affiliations, recognitions etc. to the students and in case of any such dispute, the Second Party shall not be responsible for the acts of the First Party.

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- 3.13. The First Party shall be fully and exclusively responsible for the violation of any law malpractice or any misconduct in its functioning.
- 3.14. The First Party shall do no such deed which may cause harm to the reputation of the Second Party.
- 3.15. The First Party is solely responsible for ascertaining that the students referred by it for being admitted in the programmes of the Second Party satisfy the eligibility requirements prescribed under law. The First Party shall refer students for admission in the programmes of the Second Party after duly checking their documents in original and shall produce the requisite documents whenever required within 3 working days from receipt of request by the Second Party. In case of any subsequent discrepancy or legal issue, the First Party shall hold harmless the Second Party against all claims whatsoever either by the student or any other party.
- 3.16. The First Party agrees that the Second Party reserves its right to refuse admission to any student in any programme as per its rules and regulations.

4. Obligations of the Second Party

- 4.1. Subject to the successful fulfilment of the rules, regulations and the policies of the Second Party by the First Party:
- a. the Second Party shall ratify the programmes conducted by the First Party;
 - b. the Second Party shall grant, subject to such conditions as the Second Party may determine, diplomas or certificate, and confer degrees or other academic distinctions on the basis of examinations, evaluation or any other method of testing, to the students successfully completing the programmes conducted by the First Party;

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5. List of the Programmes

S.no	Name of the Programme
1	Bachelor in Medical Lab Technology (BMLT)
2	Diploma in Medical Lab Technology (DMLT)
3	Bachelor in Physiotherapy Technology (BPT)
4	B.Sc. in Radiology & Imaging Technology (BRIT)
5	Bachelor in Optometry (BOPT)
6	B. Sc. in Fire and Industrial Safety (BFIS)

6. Validity

This Collaboration Agreement shall be valid for a period of 05 **(Five)** years from the date of signing of this Collaboration Agreement subject to due performance of its obligations by the First Party and periodic review by the Second Party and is renewable as per the mutual agreement of both the parties.

7. Termination

- 7.1. This Collaboration Agreement can be terminated any time by either party on six months prior notice.
- 7.2. Upon termination of the Collaboration Agreement, the responsibilities of each party shall continue to exist till the last batch of students already admitted in the programmes on the date of serving of the notice of termination have completed their programmes.
- 7.3. In case of any breach by the First Party of Clause 3, this Collaboration Agreement shall stand automatically terminated.

8. Settlement of dispute

If any dispute or difference of any kind whatsoever arises between the parties within or out of this Collaboration Agreement, the parties shall attempt for a period of 90 days after receipt of notice of the existence of a dispute to settle such dispute in the first instance by mutual discussions amongst themselves. If the dispute cannot be settle by mutual discussion within 90 days, the said dispute shall be adjudicated only by way of the arbitration clause prescribed in the rules and regulations of the Second

Party.

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Secretary
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Both parties having agreed to aforesaid terms and conditions, having signed this Collaboration Agreement at Pacheri Bari– Jhunjhunu (Rajasthan) in the presence of witnesses. The original agreement is retained by the Second Party and a copy is handed over to the First Party.

On behalf of the **First Party**

On behalf of the **Second Party**

Tanusree Jana
(Tanusree Jana)

Secretary

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SIRISH CHANDRA FOUNDATION
Secretary, Sirish Chandra Foundation
Vill-Brajlalchak, PO-Dakshinchak
Dist-Purba Medinipur, West Bengal - 721654

Email id : ipsthaldia@gmail.com



Usha Dhara

Witness:

Mrs. Usha Dhara

Vill-Brajlalchak, PO-Dakshinchak

Dist-Purba Medinipur, West Bengal - 721654



(Akshama Supta)

.....
Singhania University
Pacheri Bari, Jhunjhunu,
Rajasthan – 333515.