



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

70AB 654285

**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) *Birpara College*
affiliated to *University of North Bengal*
Located at the address: *Dist-Alipurduar; Pin-735204*
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 18th day of Dec 2022 and this is in continuation of the previous MOU(s)

[Signature]

Signed on behalf of the University

Place: Jalpaiguri

Date: 18/12/2022

(Official Seal)

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

Witness: *N. Chattopadhyay*
Assistant Director, Study Centres
Netaji Subhas Open University

[Signature]

Signed on behalf of the Study Centre

Place: Jalpaiguri

Date: 18/12/2022

(Official Seal)

Teacher-in-charge
BIRPARA COLLEGE
Birpara, Alipurduar

Witness: *Binash Ch. Das*

Co-ordinator
NSOU
Birpara College Study Centre, K-06

Annexure-I

Subjects offered to Birpara 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. Sociology
6. Economics
7. Education
8. Commerce

Post Graduate Programme/ Second Degree /Post Graduate Diploma

1. Bengali
2. English
3. History
4. Political Science
5. Education
6. Library and Information science
7. Social Work
8. Commerce
9. Bachelor of Library and Information Science



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