



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

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MEMORANDUM OF UNDERSTANDING

Between

Birpara College, Affiliated under University of North Bengal

And

***Birpara State General Hospital, Birpara, Alipurduar, West Bengal,
735204***

This Memorandum of Understanding (MOU) is made and entered into as of this 14 July, 2023, by and between:

- 1. Birpara College**, a higher educational institution established under the University of North Bengal, located at Birpara College, represented by its Principal, hereinafter referred to as **“First Part”**, and
- 2. Birpara State General Hospital**, located at Birpara, Alipurduar, West Bengal, 735204, represented by Dr. Sanjoy Roy, MBBS, Medical Officer, hereinafter referred to as **“Second Part”**.

Collectively referred to as the “Parties.”

Kaustubh Chatterjee

Sanjoy Kumar Roy

Kaustubh Chatterjee

Sanjay Kumar Ray

1. Purpose

The purpose of this MOU is to establish a collaborative relationship between the Parties to promote health and wellness among the college's students, faculty, and staff. This MOU aims to provide health services, awareness programs, and medical consultations to foster a healthier campus environment.

2. Scope of Collaboration

The Parties agree to collaborate in the following areas:

a. **Health Services and Medical Support:** The Second Part will provide medical consultations and emergency medical support to students, faculty, and staff of Birpara College on a scheduled basis or as needed. The First Part will also provide regular health check-ups and evaluations, particularly for students and staff in need of preventive healthcare or in response to seasonal health concerns.

b. **Health Awareness and Educational Programs:** The Second Part shall conduct health awareness sessions and workshops for Birpara College students, faculty, and staff, focusing on preventive healthcare, nutrition, mental health, first aid, and other wellness topics. These sessions will be organized periodically to enhance the health literacy of the college community.

c. **Referrals and Follow-up Care:** The Second Part will provide referrals to specialized medical practitioners or clinics if further medical care is required, ensuring the health and well-being of the college community. Follow-up care and guidance will be provided to students or staff requiring long-term treatment.

d. **Emergency Medical Support:** The Second Part will be available for emergency medical interventions in case of accidents or medical emergencies on the college campus, if requested by the college administration.

3. Roles and Responsibilities

The First Part shall:

- Facilitate the Second Part's access to college facilities, as required, for conducting health programs and medical consultations.
- Provide support for scheduling health awareness programs and ensure faculty, staff, and students' participation.

Kaustubh Chaturvedi
Sujay Kumar Ray

- Ensure that students and staff are aware of the availability of health services through announcements, posters, or other communication methods.

The Second Part shall:

- Provide medical consultations, emergency care, and health services as agreed upon.
- Conduct health awareness programs and workshops, including but not limited to sessions on hygiene, stress management, and overall well-being.
- Maintain the confidentiality of any medical information and treatment provided to students and staff at Birpara College.

4. Duration

This MOU shall be effective from the date of signing and will remain in force for an initial period of **five (5) year**, with the possibility of renewal upon mutual written consent of both parties.

5. Financial Terms

The Parties agree that the terms of compensation for medical consultations, emergency services, and health awareness programs will be decided on a case-by-case basis. These terms will be outlined in a separate agreement or contract as needed.

6. Confidentiality

Both Parties agree to maintain the confidentiality of any medical information shared during the course of this collaboration. This includes personal health data of students, faculty, and staff of Birpara College. This confidentiality obligation shall continue even after the termination of this MOU.

7. Dispute Resolution

In the event of any dispute arising from this MOU, both Parties agree to resolve the matter amicably through direct discussion. If a resolution cannot be reached, the dispute will be referred to mediation, and if necessary, arbitration, under the laws of India.

8. Termination

Either Party may terminate this MOU with 90 days' written notice to the other Party, with or without cause. In the event of termination, both Parties will settle any outstanding obligations and responsibilities.

9. General Provisions

- a. **No Legal Binding Effect:** This MOU serves as a framework for collaboration and does not create any binding legal obligations on either party, except for the confidentiality clause.
- b. **Amendments:** Any amendments to this MOU must be made in writing and signed by both Parties.
- c. **Force Majeure:** Neither Party will be liable for delays or failures in performance due to circumstances beyond their control, such as natural disasters, strikes, or other unforeseen events.

10. Governing Law

This MOU shall be governed by and construed in accordance with the laws of India.

In Witness Whereof, the Parties hereto have caused this MOU to be executed by their duly authorized representatives as of the date first above written.

For Birpara College

For Birpara State General Hospital

Kaustav Chakrabarti

Dr. Kaustav Chakrabarti

Principal

PRINCIPAL
BIRPARA COLLEGE
BIRPARA, ALIPURDUAR

Sanjoy Kumar Roy

Dr. Sanjoy Kumar Roy

Medical Officer (MBBS)

~~Dr. Sanjoy Kumar Roy~~
Phone No. 54311
Birpara State General Hospital
Dist. Alipurdwar

Witness:

1. *Amab Chakrabarti*

Witness:

1. *Sanchita Bhowmick*

2. *Dr. Dyshirmay Roy*

2. *Biswajit Paul*