



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

AK 567874

MEMORANDUM OF UNDERSTANDING

Between

Birpara College

Affiliated under University of North Bengal

And

Galaxy IT Station

Birpara, Alipurduar, West Bengal, India, 735204

This Memorandum of Understanding (MOU) is made and entered into as of this 3 July, 2023, by and between:

1. **Birpara College**, a higher educational institution established under the University of North Bengal, located at Birpara, Alipurduar, West Bengal, India, 735204, represented by its Principal, hereinafter referred to as "**Birpara College**", and
2. **Galaxy IT Station**, an IT solution service provider, located at Birpara, Alipurduar, West Bengal, India, 735204, represented by its Managing Director, hereinafter referred to as "**Galaxy IT Station**".

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Karvanta Chakraborty

Sanjay Das

Kaustav Chakrabarti
Sanyal Sir

Collectively referred to as the "Parties."

1. Purpose

The purpose of this MOU is to establish a framework for collaboration between Birpara College and Galaxy IT Station. This collaboration aims to enhance the college's IT infrastructure, provide technical support, and explore mutual opportunities for developing educational technology services.

2. Scope of Collaboration

The Parties agree to collaborate in the following areas:

- **IT Support and Services:** Galaxy IT Station shall provide IT solutions and support services, including but not limited to hardware and software installation, network management, troubleshooting, and system upgrades. Galaxy IT Station will assist in maintaining the IT infrastructure at Birpara College to ensure the optimal functioning of all technological systems.
- **Training and Capacity Building:** Galaxy IT Station will offer technical training programs to the faculty, staff, and students of Birpara College in areas such as cybersecurity, programming, networking, and other IT-related subjects. - Birpara College shall facilitate the participation of its relevant members in these programs.
- **Collaborative Projects:** Both Parties shall explore opportunities for collaborative projects related to educational technology, digital learning platforms, and IT-based research. Galaxy IT Station may assist Birpara College in the development and implementation of digital solutions, such as e-learning portals, cloud-based systems, and virtual classrooms.

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Sanyal Bil

- **Consulting and Advisory:** - Galaxy IT Station shall provide advisory services regarding the latest technological advancements and solutions that can benefit the academic and administrative processes of Birpara College.

3. Roles and Responsibilities

Birpara College shall:

- Ensure timely communication with Galaxy IT Station regarding IT requirements and needs.
- Provide access to required resources, including infrastructure and space for training sessions or installations.
- Facilitate the participation of staff, faculty, and students in any training or capacity-building initiatives.

Galaxy IT Station shall:

- Provide high-quality IT solutions and services as agreed upon by both parties.
- Offer training programs, technical assistance, and consultations to Birpara College as per the terms outlined in this MOU.
- Ensure the confidentiality and security of Birpara College's data and systems when providing services.

4. Duration

This MOU shall be effective from the date of signing and will remain in force for an initial period of five (5) years unless extended by mutual written agreement of the Parties. It may be renewed or amended as deemed appropriate by both parties.

Kaustav Chakraborty
Sanyal Bis

5. Financial Terms

Both Parties agree to discuss and determine any financial obligations, including fees for services, training, or consultancy, on a case-by-case basis. The terms and conditions regarding payments and costs will be outlined in separate agreements or contracts for specific services.

6. Confidentiality

Both Parties agree to maintain the confidentiality of any proprietary or sensitive information shared during the course of this collaboration. This includes, but is not limited to, technical data, personal information, and business strategies. This clause shall survive the termination of this MOU.

7. Dispute Resolution

Any disputes arising out of or in connection with this MOU shall be resolved amicably through discussions between the Parties. If a resolution cannot be reached, the matter shall 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. Upon termination, both Parties shall settle any outstanding obligations in accordance with the terms of any applicable agreements.

9. General Provisions

- a. **No Legal Binding Effect:** This MOU does not create any legal binding obligations or rights for either Party. It serves as a framework for cooperation and collaboration.

- b. **Amendments:** Any amendments to this MOU must be made in writing and signed by both Parties.
- c. **Force Majeure:** Neither Party shall be held liable for any delay or failure in performance under this MOU due to circumstances beyond their reasonable control, including but not limited to natural disasters, strikes, or technical failures.

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.

Kaustav Chakrabarti

Dr. Kaustav Chakrabarti

Principal

Birpara College

PRINCIPAL
BIRPARA COLLEGE
BIRPARA, ALIPURDUAR

Witness:

1. *Sanatan Sengupta*

2. *Subrata Sengupta*

Sanjoy Das

Mr. Sanjoy Das

Managing Director

Galaxy IT Station
Galaxy IT Station
Shubhash Pally, No-2, Birpara,
Birpara, Alipuarduar (W.B.)

Witness:

1. *Rakesh Mahul*

2. *Nikhil DAS*