



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AG 236992

MEMORANDUM OF UNDERSTANDING

Between

Birpara College, Affiliated under University of North Bengal

And

***Mr. Bijay Gupta, Advocate and Tax Consultant, Birpara, Alipurduar,
West Bengal, 735204***

This Memorandum of Understanding (MOU) is made and entered into on this 6th December 2022 by and between:

Birpara College, located at Birpara, Alipurduar, West Bengal, 735204, and **Mr. Bijay Gupta**, Advocate and Tax Consultant, residing at Birpara, Alipurduar, West Bengal, 735204.

PREAMBLE

WHEREAS, Birpara College is an academic institution engaged in providing education and other related services,

AND WHEREAS, Mr. Bijay Gupta is a qualified Advocate and Tax Consultant providing legal and tax advisory services,

Dr. Joydip Roy

Dr. Bijay Gupta

Dr. Jyotirmay Roy
Prin. Birpara

AND WHEREAS, both parties wish to collaborate for the purpose of availing Mr. Gupta's expertise in legal and tax matters, the parties have agreed as follows:

1. OBJECTIVE

The purpose of this MOU is to establish a formal understanding between Birpara College and Mr. Bijay Gupta regarding the provision of legal and tax consultancy services. These services shall include advice and support in legal, tax, and compliance matters related to the College.

2. SCOPE OF SERVICES

Mr. Bijay Gupta agrees to provide the following services to Birpara College:

- **Legal Consultancy:**
 - Advice on legal matters affecting the College, including contracts, agreements, intellectual property rights, property-related issues, and general compliance with applicable laws.
 - Drafting and reviewing contracts, agreements, memorandums, and other legal documents.
 - Representation of the College in legal matters before appropriate authorities or courts, if required.
- **Tax Consultancy:**
 - Assistance in tax planning and filing of tax returns.
 - Guidance on compliance with direct and indirect tax laws, including GST, income tax, and other statutory obligations.
 - Offering advice on financial matters to ensure optimal tax liability and effective financial management for the College.
- **Other Related Services:** Any other legal or tax-related services as may be mutually agreed upon between the College and Mr. Gupta.

Dr. Jyoti May Roy
Primo

3. RESPONSIBILITIES OF THE PARTIES

Responsibilities of Birpara College:

- Provide Mr. Gupta with all necessary documents, records, and information to perform his duties effectively.
- Ensure timely payment of fees and reimbursements for any expenses incurred by Mr. Gupta during the provision of services.
- Cooperate with Mr. Gupta in all matters related to legal & tax affairs.

Responsibilities of Mr. Bijay Gupta:

- Provide professional, timely, and accurate legal and tax advice and services to the College.
- Ensure compliance with all applicable laws, rules, and regulations in providing consultancy services.
- Maintain confidentiality with regard to the College's internal affairs and any sensitive information shared during the course of the agreement.

4. FEES AND PAYMENT TERMS

- Mr. Bijay Gupta will provide his consultancy services for a mutually agreed fee.

5. DURATION OF THE AGREEMENT

This MOU shall be effective from the date of signing and will remain in force for an initial period of 5 years, unless terminated earlier by either party with 90 days' written notice.

6. CONFIDENTIALITY

Both parties agree to maintain the confidentiality of all sensitive information obtained during the course of this MOU. This obligation will continue even after the termination of this agreement.

7. TERMINATION

Either party may terminate this MOU by providing 90 days' written notice to the other party. Upon termination, all dues and pending obligations up to the termination date must be settled.

8. DISPUTE RESOLUTION

In case of any dispute arising under or in connection with this MOU, both parties agree to resolve the matter amicably. If an amicable resolution is not possible, the dispute will be resolved through mediation or arbitration in accordance with the laws of India, with the venue being [Insert Venue].

9. AMENDMENT

Any amendment or modification to this MOU must be made in writing and signed by authorized representatives of both parties.

10. GOVERNING LAW

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

Dr Jyotirmay Roy

Dr. Jyotirmay Roy

Teacher-in-Charge

Birpara College

Teacher-in-charge
BIRPARA COLLEGE
Birpara, Alipurduar

Witness:

1. *Dipankar Brahmik*

2. *Sanatan Saha*

Mr. Bijay Gupta

Mr. Bijay Gupta

Advocate and Tax Consultant

Birpara
Advocate and Tax Consultant
Alipurduar (WB)

Witness:

1. *Ashok Saha*

2. *Lijusha Saha*