

From: Principal & Secretary

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Dhaniakhali, Hooghly, 712302



Founded: 1976

Recognised Under UGC 2F&12B WB Govt. Aided Affiliated to The University of Burdwan

3RD CYCLE NAAC ACCREDITATION PROCESS-2024

CRITERIA: 6-GOVERNANCE, LEADERSHIP AND MANAGEMENT

Key Indicator: 6.5 Internal Quality Assurance System

Metric: 6.5.2- Quality assurance initiatives of the institution

*Activity performed against the MoU between Sarat Centenary College and Genius Computer Academy in conjugation with Anudeep Foundation and City Bank



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[DR SANDIP KUMAR BASAK] Principal, Sarat Centenary College Principal & Secretary, Sarat Centenary College P.O.- Dhaniakhall, Dist.- Hooghly

INDIA NON JUDICIAL

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Memorandum of Understanding

Between

GENIUS COMPUTER ACADEMY AT SHEAKHALA, SRIPATIPUR, P.O: ELAHIPUR, HOGHLY WB, 712706

(In conjugation with Anudeep Foundation and City Bank)(Which expression shall unless it be repugnant to the context or meaning there of, shall be deemed to include it successors and assign) of the one part(hereinafter referred as a company)

And

SARAT CENTENARY COLLEGE, DHANIAKHALI, HOOGHLY, WEST BENGAL, 712302 (Which expression shall unless it be repugnant to the context or meaning thereof, shall be deemed to include it successors and assign) of the one part (hereinafter referred as an Institute)



Dated: 10.08.2022

1. DURATION OF THE AGREMENT:

This agreement shall come into force on this 16th August 2022 and shall be valid of Janury, 2023.

2. DUTIES AND OBLIGATIONS:

2.1 Duties and Obligation of the company:

- To provide content and training of candidates;
- To do center branding;
- To do assessment of the student.



2.1 Duties and obligations of Sarat Centenary College:

- □ To take care of mobilization of student at least 300 in this period.
- To provide training consumables (Electricity, accommodation, furniture etc.).
- □ To take care of facilities paid by Genius computer academy for uninterrupted services.
- To keep all MIS record of the student and centre.

3. GENERAL TERMS OF AGREEMENT:

Confidentiality:

Sarat Centenary College shall not disclose to any third party any information contained in the agreement or any information concerning the business or communicate, in any manner, either during or after the expiry of this agreement the proprietary information about the other party, its operations, client or any other proprietary information that relate to the business of the company including, but not limited to, the names of its customers, its marketing strategies, operations, or any other information of any kind which would be

deemed confidential, a trade secret, a customer list, or other form of proprietary information of company. The Institute understands that any breach of this provision shall be material breach of this agreement that may be followed by legal consequences including claim for damages and / or compensation.

Non - Delegation of Responsibility:

The parties shall not, without the prior written consent of the other party ,assign, change or otherwise transfer, delegate or share any material and / or provision of this agreement to any third-party or whatsoever.

In case **Sarat Centenary College** does not comply the same, **Genius computer academy** shall be entitled to terminate this agreement without any notice and without the payment to be made to **Sarat Centenary College**.

Adherence to the guidelines:

A. Sarat Centenary College shall adhere to all norms and guidelines issued by the regulatory bodies / Genius Computer Academy time to time. Genius computer academy shall perform the services in accordance with the agreement and the applicable laws and shall take all practicable steps to ensure compliance with the applicable law.

B. Sarat Centenary College shall not directly or indirectly interact, contact, communicate or approach Genius Computer academy 's clients / other regulatory bodies for any of the matters or issues related to this agreement .it con only contact or interact with Genius Computer Academy and only Genius Computer Academy shall interact with the above mentioned authorities/ bodies.

Exclusivity:

For the duration of this agreement and any subsequent agreement executed fro the same or similar purpose, the Institute must not work or do any of the activity during the duration of the courses assign by Genius computer academy and shall not work, condition and / or treat themselves as an employee, officer, director, Institute, consultant, agent, owner, or in any other capacity in any competition with genius computer academy and shall never claim so under any situation whatsoever.



Liability for Damages:

Neither party shall be liable to the other party for any incident, specially consequential damages arising out of performance under this agreement other than the damages caused due to breach of this agreement.

Financials:

In consideration of the above services to be rewarded by Institute, the company shall pay to Sarat Centenary College @ Rs. 100 per candidate per certification.

Payment terms:

Rs- 100 after completion of the assign course.

Signed & Dated for and on behalf of Genius Computer by:

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Signed & Dated for and on behalf of Sarat Centenary College by:

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Principal Principal & Secretary Sarat Centenary College Dhaniakhali, Hooghly

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