



ଓଡ଼ିଶା ओडिशा ODISHA

N 272658

Memorandum of Understanding (MoU)

This Bipartite Memorandum of Understanding (MoU) is made in this 30th day of September, 2022 at Balasore.

BETWEEN

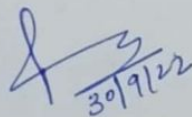
“Fakir Mohan Autonomous College”, Balasore represented by the Principal (hereinafter called “The First Party”).

AND

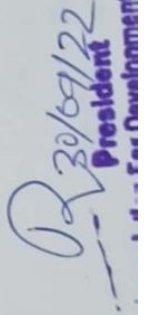
“Association for Development Initiative”, GA-94, GA Colony, Bharatpur, Bhubaneswar-751029 represented by its President Sri Bibhuti Bhusan Tripathy, (hereinafter called “The Second Party”).

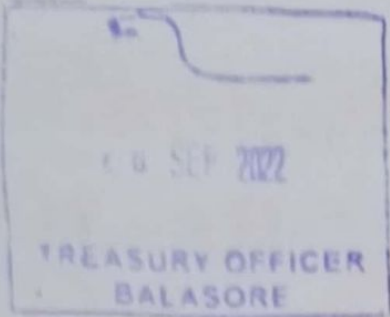
Whereas the Govt. of Odisha in the Department of Higher Education Order No.39169/HE-PTC-POLICY-004-2022/HE, Dated 15/09/2022 has accorded permission to open four new Self Financing courses

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Principal,
F.M. (Auto) College, Balasore


President
For Development Initiative



SM 25739 Dt. 28.9.22
Bhikhi Bhusan Mohanty
President association for
development initiative

Bhikhi Bhusan Mohanty

BBSR
LUDX/15/00

Manas Ranjan Mohanty
STAMP VENDOR
BALASORE

www.bbsr.gov.in

F.M. (K) College, Balasore
Principal

in PPP mode from the academic session 2022-23 by signing MoU between the parties as noted above.

AND

It is hereby settled and agreed by both the parties hereto as under:

1. Taking into account the constraints of infrastructure, initially two courses would be launched (i) Two years M. Sc in Computer Science with 32 Seats and (ii) Two years **Master in Business Administration (MBA) with 64 seats** in F. M Autonomous College, Balasore as permitted by the Department of Higher Education, Govt. of Odisha from the academic session 2022-23 based on the course curricula and syllabi to be devised by the Board of Studies (BoS) and approved by the Academic Council of F.M Autonomous Collage, Balasore and to be affiliated to Fakir Mohan University, Balasore, as per the responsibility chart agreed upon by both the parties.

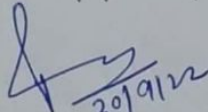
2. Period of MoU

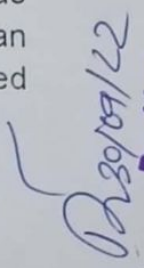
This MoU shall come into force from the date of its execution and shall remain valid for a period of 10 Years from the day of signing the MoU between the parties hereto, unless terminated earlier in the manner provided hereinafter and shall be renewed, in each occasion at the options of the parties.

3. RESPONSIBILITY OF THE FIRST PARTY:

- (a) To prepare syllabi and course curricula in pace with time within the framework of the affiliating university.
- (b) To issue advertisement for admission, invite application forms for all courses to select and admit students as per the rules and regulations of the Government/College. The cost towards issuance of the advertisement for admission and other admission related expenses will borne by the 2nd party.

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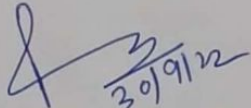

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President
Association For Development Initiative

- (c) To provide classrooms with required desk-cum-benches room for office and room for laboratory to be set up by the Second Party along with separate electricity meters and ensure timely payment of electricity charges by the Second Party.
- (d) To nominate two teachers of the college, one outside expert and one member of the Second Party preferably related to the course curricula to the Selection Committee for selection of faculty members for the courses.
- (e) To supervise conduct of the courses.
- (f) To extend full studentship facilities of the college to the candidates admitted in to the courses such as library, reading room facilities and Hostel facilities(If available), as per the college rules with payment of usual fees wherever necessary.
- (g) To ensure the transfer of full matured value of pledging money with interest accrued out of it to the Bank account of 2nd party within a week of its maturity (if full amount is deposited by the 2nd party) in the event of termination or renewal of the MoU.
- (h) To ensure the 2nd party to print and sale application forms and prospectus for each course in the beginning of academic session or whenever necessary. The cost for printing will be borne by the 2nd Party and the expenditure will meet by the 2nd party from the sale proceeds of the Application Form and Prospectus.
- (i) To purchase books and journals pertaining to the courses for the college library.
- (j) To issue university registration number to students admitted into the courses.
- (k) To conduct Examination and take care of Certification.

OR 20/09/22

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- (d) To pay for the advertisements released in media for admission into the courses and recruitment of staffs.
- (e) To assist for field study or in-house industrial training etc. wherever necessary.
- (f) To provide telephone and internet services.
- (g) To assist 1st party in admission, conduct of examination and smooth conduct of the courses for the satisfaction of the students admitted into the courses.
- (h) To fund for the development of departmental library, organizing seminars, workshops for the courses.
- (i) In case of non-renewal of the MoU or discontinuance of the courses, both the parties will discharge their responsibilities as per the MoU till completion of the courses of all the students already admitted in this MoU period.

5. JOINT RESPONSIBILITY

- (a) To ensure smooth conduct of the courses.
- (b) To provide proper student support services and quality assurance in every sphere of the courses.
- (c) To update and improve the courses from time to time.
- (d) To decide the cost of forms and prospectus for each course prior to the beginning of each academic session.

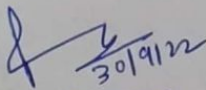
6. COURSE CAPACITY

Sanctioned seats are subject to increase or decrease with Government permission.

7. COURSE FEE AND COMMERCIAL TERMS

Pledge money deposited to F.M University by the 2nd party shall be transferred to 2nd party account after termination of contract

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and interest accrued out of it shall be transferred to the account of 2nd party.

Print and sale of the application forms and prospectus for all courses shall be done by 2nd party and amount collected towards it, shall be deposited in the account of second party.

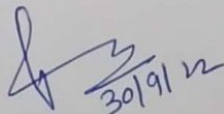
The course fee of the two courses shall be as here under.

- i) Two years M. Sc. Computer Science – Rs. 35,000/- per year – Intake Capacity - 32.
 - ii) Two years Master Degree course- Master in Business Administration (MBA) – Rs. 40,000/- per year – Intake Capacity - 64.
- a) Fees shall be collected from the students selected and admitted to the courses in the form of Electronic Transfer/Online Transfer.
 - b) The Annual Course fees will be shared between the First Party and the Second Party at the ratio of 30:70. Fakir Mohan Autonomous College, Balasore shall pay to the Second Party 70% of the course fee in two installments and retain 30% of the course fee as share of the First Party.
 - c) Admission fees, examination fees, certification fees and University charges shall be collected separately as per Fakir Mohan (Autonomous) College, Balasore norms from time to time by the First Party. The Second Party shall have no claims over such fees collected.
 - d) The First Party shall discharge its responsibilities as mentioned in this MoU from its share of the course fee and the second party shall discharge its responsibilities as per this MoU from its share of the course fee. If either of the parties shall violate this norm, the other party shall acquire the right to terminate the MoU with prior notice of 90 days.

8. COURSE PROMOTION

The Second Party shall meet all expenses regarding the marketing, advertisement, etc. for the courses.

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9. ASSIGNMENT OF MoU

Neither party shall assign their MoU to any other party without the express consent of the other.

10. TERMINATIONS

This MoU is terminable, if either of the parties / both fail to perform the condition herein by giving a 90 days' notice by either of the parties. However, such termination shall not be affected during the middle of the courses.

11. JURISDICTION AND ARBITRATION

In the event of any dispute between the parties the following procedure shall be adopted to resolve the difference:

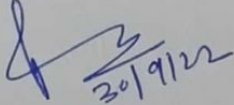
All claims, disputes and differences between the parties here to regarding the interpretation, scope or effect of the term and conditions herein contained or as regards the rights, duties and obligations of the parties hereto of in any way relating, touching or concerning these presents shall be referred to arbitration under the provisions of the arbitration and conciliation Act, 1996 or any statutory modifications or enactments here to for the time being in force.

Any legal disputes will be subject to the jurisdiction of Balasore only.

12. AMMENDMENT TO THE MoU

If during the operation of MoU, situation arises which call for alteration/modification of this MoU, such alteration/

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modification shall be discussed and agreed upon by both the parties in the writing.

13. FORCE MAJEURE

In the event of non-fulfillment of the terms and conditions of MoU due to any reasons of force majeure including but not limited to fire, war, riots, strikes and natural calamities, neither parties shall be held responsible for any loss or consequent loss.

In witness thereof the parties hereto have set their respective hands on the day, month and year here in before mentioned.

In the presence of witness:

1 Name: *[Signature]*
Address: *30/09/22*
Dr. ABHIJIT DAS,
ASST. of Commerce
F.M.(A) College, Balasore

[Signature] 30/9/22
Principal
Fakir Mohan Autonomous
College, Balasore
(First Party)
Principal,
F.M. (Auto) College, Balasore

2 Name: *[Signature]*
Address: *30.9.22*
Dr. Subrat Kumar Rana
Asst. Prof. of Economic
F.M. (Auto.) Colln, Balasore

[Signature] 30/09/22
President
Association For
Development Initiative (ADI),
Bhubaneswar
(Second Party)
President
Association For Development Initiative