

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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#### MEMORANDUM OF UNDERSTANDING

In terms of Section 24.9(a) of the First Statutes (Revised), 2014 of Netaji Subhas Open University, a Memorandum of Understanding (MoU) is being signed between the UNIVERSITY and Enterprise Development Institute, the host Organization where the Study Centre is housed.

This Memorandum of Understanding (MoU) made this 25<sup>th</sup> day of September, Two thousand Twenty between NETAJI SUBHAS OPEN UNIVERSITY, established by the WB Act (XIX) of 1997 having its office at DD-26, Sector-I, Salt Lake, Kolkata-700064 represented by its Registrar, hereinafter referred to as NSOU of THE ONE PART

AND

Enterprise Development Institute, Plot No.IB-194, Sector-III, Salt Lake, Kolkata-700106 running under the Bengal National Chamber of Commerce and Industry represented by its Vice-Chairman, hereinafter referred to as EDI of THE OTHER PART

THE EXPRESSION 'NSOU' AND 'EDI' SHALL UNLESS EXCLUDED BY OR REPUGNANT TO THE CONTEXT BE DEEMED TO INCLUDE THEIR SUCCESSOR IN OFFICE OR ASSIGNEE.

WHEREAS NSOU is the premier State Open University in India and recognized by University Grants Commission (UGC) and Distance Education Bureau (DEB).

AND WHEREAS EDI has been consistently providing high quality of services in education and training in business and trade.

  
Mohan Kumar Chatterjee Jhuyay  
REGISTRAR  
NETAJI SUBHAS OPEN UNIVERSITY

  
Vice Chairman  
Enterprise Development Institute

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**1. SCOPE OF SERVICES:**

- a) The NSOU will conduct the following vocational course with the approval of UGC under national Skill Quality Framework (NSQF)
  - i) Entrepreneurship Development and Small Business management ( Certificate-6month, Diploma-1year, Advanced Diploma-2year, and B.Voc.-3year)
  - ii) Travel & Tourism (Certificate-6month, Diploma-1year, Advanced Diploma-2year, and B.Voc.-3year)
  - iii) Logistics and Supply Chain Management (Certificate-6month, Diploma-1year, Advanced Diploma-2year, and B.Voc.-3year)
- b) Classroom part of the course will be arranged by EDI at their premises , Plot No.IB-194, Sector-III, Salt Lake, Kolkata-700106. The EDI will operate as a study centre of NSOU.
- c) NSOU & EDI shall plan and prepare the syllabus and determine the mode of delivery as per NSQF
- d) NSOU and EDI shall jointly administer courses and assess technology trend to provide technical support to the programme and look after the management of the day-to-day activities. The two organizations will jointly identify the industries/organizations, which the students will be required to visit if required
- e) NSOU and EDI shall use digital distance learning technology including conventional involving multimedia courseware and other educational contents in various areas of specialization, in course of time.

**2. THE FOLLOWING ARE THE RESPONSIBILITIES OF NSOU AND EDI**

**2.1 RESPONSIBILITIES OF EDI:**

- a) NSOU with the help of the duly constituted Board of Studies (BoS), shall plan & prepare the syllabus of subjects for which B.Voc, Advanced Diploma, Diploma or Certificate shall be awarded.
- b) NSOU shall plan the time frame for Distant Learning and also fix the number of Class Room Sessions to be held.
- c) NSOU shall conduct examination as per rules of the University.
- d) NSOU will determine the selection criteria of the students as per recommendation of the Board of Studies.
- e) NSOU shall finalize the panel of teachers or faculty members having requisite qualifications for the course as recommended by the BoS.
- f) NSOU shall award Diploma/Certificate, as the case may be on the basis of the examination result.
- g) NSOU will issue necessary advertisement for admission.

  
**Mohan Kumar Chattopadhyay**  
**REGISTRAR**  
**NETAJI SUBHAS OPEN UNIVERSITY**

  
**Vice Chairman**  
**Enterprise Development Institute**

## 2.2 **RESPONSIBILITIES OF THE STUDY CENTRE**

- a) EDI shall conduct the course as per the norms and guidelines set by NSOU. It will also bear the responsibilities of a study centre of the NSOU, such as, distribution of brochure, receipt of application and collection of course fee, distribution of study materials, distribution and evaluation of assignments and will serve as an examination centre for NSOU. The course fee & other fees collected is to be sent to the university within specified period.
- b) EDI shall make the infrastructure including the premises, workshop, laboratory, furniture, teaching aids etc. ready. EDI shall manage and conduct the courses and monitor performances of students as per guideline of NSOU.
- c) EDI shall publish the schedule of theory and practical sessions on their website and also send a copy of the schedule to the NSOU and strictly follow the Academic Calendar of the University.
- d) EDI shall allow the University team any time to visit the centre and inspect all relevant documents.
- e) The EDI shall keep close co-ordination with NSOU for smooth conduct of the courses.
- f) EDI shall assess technology trend and provide technical support, if required to the programme, using available resources for this project.
- g) The EDI shall meet the running expenses for conducting the courses including fees payable to teaching staff, cost of reproduction as well as purchase of stationery and necessary consumables out of their share of revenues.
- h) The EDI will arrange the industry visit which is an important component of the skill based vocational courses.

3. **SHARING OF REVENUES & COURSE FEES will be mutually settled subsequently.**

## 4. **VALIDITY**

This memorandum of understanding shall remain valid for a period of three years from the date of signing of the **MOU**, and the same may be extended and modified on mutually agreed written terms and conditions in between the NSOU and EDI

## 5. **FORCE MAJEURE**

- a) In the event either party cannot perform its respective obligation under the Memorandum due to Force Majeure, the corresponding obligations of the other party may at the instance and notice of such either party be suspended for a similar period of time.



**Mohan Kumar Chattopadhyay**  
**REGISTRAR**  
NETAJI SUBHAS OPEN UNIVERSITY

  
**Vice Chairman**  
**Enterprise Development Institute**

- b) Force Majeure shall include but limited to regulations of Government, earthquakes, floods, epidemic, war, revolution, strikes, lockouts, explosion, computer virus attack and natural calamities.

**6. SPECIAL CLAUSE**

- a) A joint committee comprising the Settlor/Trustee, EDI and the Director, School of Vocational Studies of NSOU shall control/monitor the functioning of the joint venture. The committee would, as and when necessary, alter/modify and review the existing MOU for effective implementation of the course. All such alterations/ modifications and review of the existing MoU should be made in writing in order to be effective.
- b) On all aspects where the above articles of understanding are silent or for special cases of deviation from these articles, the decision mutually agreed upon in writing between NSOU and EDI will be final. However, in case of any dispute relating to or arising out of the MOU, such dispute shall be resolved amicably and joint committee's decision shall be final subject to the approval of the Vice-Chancellor, NSOU and binding on both parties.
- c) The **MOU** shall be effective when executed by or on behalf of both the parties.
- d) Either side could terminate this MOU by giving an adequate notice (which shall not be less than 3 months) in written terms to the other side without causing any harm to the students who have not completed the course.

Signed on behalf of the University



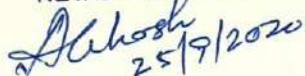
Registrar Mohan Kumar Chattopadhyay

REGISTRAR

NETAJI SUBHAS OPEN UNIVERSITY

Witness:

1)



25/9/2020

(Dr. Anirban Ghosh)

Director (i/c)

School of Vocational Studies  
NETAJI SUBHAS OPEN UNIVERSITY

Signed on behalf of EDI



Vice-Chairman Vice Chairman

Witness:

Enterprise Development Institute

1)



25/09/2020

for ENTERPRISE DEVELOPMENT INSTITUTE