



RAMAKRISHNA MISSION SIKSHANAMANDIRA

(A NCTE recognized Govt. Aided (WB) Autonomous Post-Graduate College under University of Calcutta)
College with Potential for Excellence (CPE), College of Teacher Education (CTE) &
Swami Vivekananda Centre for Multidisciplinary Research in Educational Studies

☎ (033)2654-6081/9281/1635

✉ rkmsmc@gmail.com, rkmsm@rediffmail.com

🌐 www.rkmsm.org

Belur Math, Howrah - 711 202, West Bengal

Memorandum of Understanding (MOU) for Collaboration with the Printing House for Timely Publication of Books / Journals / Souvenirs / Proceedings

BETWEEN

**Kreative Konzept,
1, Nabin Paul Lane,
Kolkata - 700009, West Bengal**

AND

**Ramakrishna Mission Sikshanamandira
P.O. Belur Math,
Howrah - 711202, West Bengal**

- 1.1 This MOU is made and entered into force on Wednesday, 12 December 2018 between Kreative Konzept having its Registered Office at 1, Nabin Paul Lane, Kolkata 700009, West Bengal, India. Hereinafter referred to as 'Kreative Konzept' which expression shall mean and include its successor, administrator, executor and assignee of the ONE PART.

And

- 1.2 Ramakrishna Mission Sikshanamandira, an Autonomous Post Graduate Teacher Education College having its office at P.O. Belur Math, Howrah 711202, West Bengal, India and represented through its Vice Principal duly authorised by the principal. Hereinafter referred to as 'RKM Sikshanamandira' (which expression shall include its successor and permitted assignees) of the OTHER PART.

2. PREAMBLE

- 2.1 Whereas Kreative Konzept, a leading Printing House of books on Bengali and English Language, is looking forward to a successful Printer-institute liaison towards closer partnership.
- 2.2 Whereas Ramakrishna Mission Sikshanamandira is desirous of collaborating with Kreative Konzept as per the scope of work detailed in **Section 4** of this MoU.



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Now therefore in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

3. BACKGROUND

Ramakrishna Mission Sikshanamandira, a NCTE recognized Govt-aided (W.B) autonomous post graduate College of Teacher Education (CTE) under the aegis of Ramakrishna Math and Ramakrishna Mission, is affiliated to University of Calcutta. Established by Swami Vimuktanandaji Maharaj in 1958 to actuate Swami Vivekananda's vision for a vibrant society brought about by teachers from all fields with pure and upright character, the college was conferred autonomy by the UGC and the University of Calcutta in 2008. In 2016, the UGC awarded the college with the status "College with Potential for Excellence". Amidst several cross-currents of Higher Education, the college is trying its best to cater the quality education among the budding teachers. Presently the college offers 2 year B.Ed. and 2 year M.Ed. degree courses and 2 Post Graduate Diploma courses. The College also offers research programmes under Swami Vivekananda Centre for Multidisciplinary Research in Educational Studies under the University of Calcutta. The college has earned a spreading reputation over its journey for more than 60 years as the generations of the students have and are at present also working in different fields of education in the country with extraordinary excellence.

As Ramakrishna Mission Sikshanamandira is going to publish a number of books, souvenirs and periodicals in the upcoming days, Sikshanamandira authorities approached Kreative Konzept for a possible signing up of an official MoU.

4. OBJECTIVES

- 4.1 To set up cooperative and collaborative linkage for publication of Books and Journals within stipulated time period between RKM Sikshanamandira and Kreative Konzept.
- 4.2 To provide RKM Sikshanamandira, with the knowledge and experience of page setting up, printing, proof correcting and other allied works related to the publication of a Book / Journal / Proceeding etc. that may be required time to time for conducting short term academic courses.

5. SCOPE OF MOU

This agreement details the terms & conditions of financial arrangements, modalities of collaboration, Intellectual - Property Rights (IPR), responsibilities and obligations of Ramakrishna Mission Sikshanamandira and Kreative Konzept pertaining to publication of books/periodicals.



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6. RESPONSIBILITIES OF KREATIVE KONCEPT

- 6.1 After due correspondence and permission from and/or between the concerned bodies, the authority of Kreative Konzept may agree to print a material (book / Journal / Souvenir / Proceeding etc.) sent by RKM Sikshanamandira on a priority basis. In this regard, Kreative Konzept will ensure the followings -

Timely Delivery: The material should be delivered within the stipulated time.

Method of correction: Corrections to the proofs should be made in writing on the printed material.

Quality control: Adhere to the specified standards for the quality of the printed material, such as colour, accuracy, paper quality, and printing resolution etc.

Intellectual property: The Intellectual Property Rights (IPR) generated in the publication of books/ periodicals shall be owned by Ramakrishna Mission Sikshanamandira.

Confidentiality: Keep any information related to the concerned printing material confidential.

- 6.2 After due correspondence and permission from and/or between the concerned bodies, the authority of Kreative Konzept may agree to hold joint activities like seminar / workshop on page setting up, printing, proof correcting and other allied works related to the publication of a Book / Journal / Proceeding etc. The modalities of such activities such as financial expenses, outreach, span and scope shall be decided a-priori before such activities, by both of the partner organisations through mutual understanding.

7. RESPONSIBILITY OF RKM SIKSHANAMANDIRA

- 7.1 After due correspondence and permission from and / or between Kreative Konzept and Ramakrishna Mission Sikshanamandira, the authority of Ramakrishna Mission Sikshanamandira may decide to publish a material (book / Journal / Souvenir / Proceeding etc.) printed from Kreative Konzept. In this regard, RKM Sikshanamandira will ensure the followings -

Provide the final manuscript: Provide Kreative Konzept with the final manuscript of the book / Journal / Souvenir etc. to be printed, along with any necessary design and layout files.

Specify the printing requirements: Specify the printing requirements and specifications for the book, such as the paper type, printing process, colour accuracy, and binding style etc.

Provide a printing schedule: Provide Kreative Konzept with a printing schedule and timeline for the project, including deadlines for delivery of the printed books.

Timely Payment: Timely Pay for the printing services provided by the Kreative Konzept, as agreed upon in the contract or agreement between the two parties.



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7.2 After due correspondence and permission from and/or between the concerned bodies, the authority of RKM Sikshanamandira may agree to hold joint activities like seminar / workshop on page setting up, printing, proof correcting and other allied works related to the publication of a Book / Journal / Proceeding etc. The modalities of such activities such as financial expenses, outreach, span and scope shall be decided a-priori before such activities, by both of the partner organisations through mutual understanding.

8. FORCE MAJEURE

Neither RKM Sikshanamandira nor Kreative Konzept shall be held responsible for non-fulfillment of their respective obligations, under this agreement, due to the exigency of one or more of the force majeure events such as but not limited to acts of God. War, Flood, Earthquakes, Strikes, Lockouts, Epidemics Riots, Civil Commotions etc. provided, on the occurrence and cessation of any such event RKM Sikshanamandira affected thereby, shall give a notice in writing to Kreative Konzept within one month of such occurrence or cessation. If the force majeure continues beyond six months, the parties shall jointly decide about the future course of action.

9. TERMINATION OF AGREEMENT

This agreement may be terminated by either of the parties forthwith if either RKM Sikshanamandira or Kreative Konzept commits breach of any of the terms hereof and shall have failed to rectify such breach within thirty days of the notice served on it by the other party i.e. either RKM Sikshanamandira or Kreative Konzept, in correspondence: as the case may be.

In addition to the reasons for termination as set forth above, this agreement may be terminated forthwith if either of RKM Sikshanamandira and Kreative Konzept voluntarily or involuntarily enters into official dilution, bankruptcy or similar recognizable proceedings or if, applications involving such proceedings, have been filed.

10. DURATION

This 'Memorandum of understanding' shall remain valid for a period of **5 years** only from the date of signing the MOU. After this 5 years' period, this MOU may be terminated or may be renewed after judging situations.



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11. SETTLEMENT

Upon termination of the agreement:

All rights granted to and the obligations by RKM Sikshanamandira and Kreative Konzept hereto, shall cease to exist forthwith, except the obligation of RKM Sikshanamandira to keep Collaborative activity in confidence, as per clause 7 above; accrued on or prior to the date of such termination, make written reports and keep records, files and books and the right of Kreative Konzept to inspect the same.

12. NOTICES

All notices and other communications required to be served on RKM Sikshanamandira, under the terms of the agreement, shall be considered to be duly served, if the same shall have been delivered to, left with or posted by registered mail to RKM Sikshanamandira at its last known address of business. Similarly, any notice to be given to the Kreative Konzept, shall be considered to be duly served if the same shall have been delivered to, left or posted by registered mail to the Kreative Konzept at its registered address in Kolkata.

13. AMENDMENTS TO THE AGREEMENT

No amendment or modification of this MOU shall be valid unless the same is made in writing by both RKM Sikshanamandira and Kreative Konzept or their authorised representatives and specifically stating the same to be an amendment of this MOU. The modifications/changes shall be effective, from the date on which they are made/executed; unless otherwise agreed to. In general, the MOU will be amended on yearly basis, IF AT ALL REQUIRED, on mutually agreed terms.

14. ASSIGNMENT OF THE AGREEMENT

The rights and/or liabilities to RKM Sikshanamandira to this MOU shall not be assigned except with the written consent of both RKM Sikshanamandira and Kreative Konzept, subject to such terms and conditions; as may be mutually agreed upon, by both RKM Sikshanamandira and Kreative Konzept.

15. ARBITRATION

Except as herein before provided, all disputes arising out of or in connection with this MOU shall be referred to the sole arbitration of a person nominated by Department of Higher education, Government of West Bengal and designated as the Arbitrator. The arbitrator's verdict shall be final and binding on both RKM Sikshanamandira and Kreative Konzept. From time to time, with the consent of both RKM Sikshanamandira and Kreative



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Koncept, the Arbitrator may enlarge the scope and time for making and publishing the verdict awarded.

16. SEAL OF PARTIES

This Agreement has been executed in two originals, one of these has been retained by RKM Sikshanamandira and the other has been retained by Kreative Koncept.

In witness whereof the parties hereto have signed this agreement the day, month and year mentioned hereinbefore.

For and on behalf of -
Kreative Koncept

Sign.: Paresh Nath Roy
12.12.2018

Name: Mr. Pareshnath Roy

Desig.: Director

Kreative Koncept

Seal

Kreative Koncept
1, Nabin Paul Lane
Kolkata - 700 009

For and on behalf of -
RKM Sikshanamandira

Sign.: Swami Tattwasarananda
12/12/18

Name: Swami Tattwasarananda

Desig.: Principal

RKM Sikshanamandira

Seal

Swami Tattwasarananda
Principal
Ramakrishna Mission Sikshanamandira
(A NCTE Recognised Post-Graduate)
Autonomous College of Teacher Education)
Belur Math, Howrah-711 202

Witness (Name and address)

- 1... Dalchand Ojha 12.12.2018
- 2... Jayanta Nandan 12.12.2018
- 3... Arijit Chakrabarty 12.12.18

Date: _____

Witness (Name and address)

- 1... Arindam Dasgupta 12/12/2018
- 2... Arun 12/12/2018
- 3... Swami 12/12/2018

Date: _____