



# 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 jointly organising public health care services and hygiene related social welfare activities like COVID-19 RT PCR Test, COVID-19 Vaccination Drive (on the basis of contemporary need) and other such activities may be required from time to time and thereby involving students of Sikshanamandira to Institutional Social Responsibilities (ISR).

BETWEEN

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

AND

**Suraksha Diagnostics Private Limited**  
12/1, Premises No. 02-0327,  
DG Block, Action Area 1D,  
New Town, Kolkata - 700156

1.1 This MOU is made and entered into force on Wednesday, 21 April 2021 between 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 ONE PART and

1.2 Suraksha Diagnostics Private Limited having its Registered Office 12/1, Premises No. 02-0327, DG Block, Action Area 1D, New Town, Kolkata - 700156 and duly incorporated under the Companies Act/ Society/ Trust Registration Act through its Chief Executive Officer and represented by the General Manager Operations duly authorised on its behalf. Hereinafter referred to as 'Suraksha Diagnostics' which expression shall mean and include its successor, administrator, executor, assignee of the OTHER PART.

## 2. PREAMBLE

2.1 Whereas RKM Sikshanamandira, a well reputed, NCTE recognized, West Bengal Govt. Aided, Autonomous, Post-Graduate College under University of Calcutta with the vision to be a pioneer in teacher education with an aim to actualize Swami Vivekananda's educational vision through the pursuit of excellence in the field of teacher education and fundamental research is desirous of collaborating with Suraksha Diagnostics as per the scope of work detailed in **Section 4** of this Agreement.





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2.2 Whereas Suraksha Diagnostics, Eastern India's Leading Diagnostics Chain was established in 1992, with the mission to build a network of laboratory, imaging and delivery infrastructure that will constantly advance industry benchmarks and the vision to be recognized as the best and most reliable diagnostic service provider in the country.

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 actualize 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.

Ramakrishna Mission Sikshanamandira, being an institution inspired by the service ideal of Swami Vivekananda intends to instil among its students the spirit of service by involving them in social welfare activities related to the public health care facilities approached Suraksha Diagnostics for a possible signing up of an official MOU.

### 4. OBJECTIVES

1. To set up cooperative and collaborative activities related to the socially beneficial and urgently needed public health care services like COVID -19 RT PCR Test, COVID-19 Vaccination Drive and other such activities may be required from time to time between RKM Sikshanamandira and Suraksha Diagnostics.
2. To enter into the organisation of joint events and activities related to public health and hygiene such as awareness camps on AIDS, Hepatitis, COVID, health camp, eye camp etc.





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## 5. SCOPE OF MOU

This agreement details the terms & conditions of modalities of collaboration and responsibilities and obligations of Ramakrishna Mission Sikshanamandira and Suraksha Diagnostics pertaining to providing hands-on experience to the students in the public health and hygiene related service activities.

## 6. RESPONSIBILITY OF RKM SIKSHANAMANDIRA

6.1 After due correspondence and permission from and / or between Suraksha Diagnostics and Ramakrishna Mission Sikshanamandira, the authority of Ramakrishna Mission Sikshanamandira may make necessary arrangements to organise a urgently needed mass COVID-19 RT PCR Test Drive and subsequent COVID Vaccination Drive at RKM Sikshanamandira. For this purpose, RKM Sikshanamandir will seek the required permission from the competent authority, Chief Medical Officer of Health (CMOH), Howrah. Upon receipt of the due permission, RKM Sikshanamandira will publicly display the posters and banners with its telephone number for slot registration for the COVID RT PCR Test and COVID Vaccine desirous persons. RKM Sikshanamandira will engage its interested students in rotation, to attend the call and collect the necessary information from the person for camp registration / listing up. On the day of RT PCR Test / Vaccination, RKM Sikshanamandira will facilitate and provide all the camp conduction related support and ensure following up of the necessary COVID norms imposed by the Government. RKM Sikshanamandira will provide subsidies in the RT PCR Test / Vaccine price to economically challenged persons. In this regard, upon receipt of the valid bill from Suraksha Diagnostics, RKM Sikshanamandira will electronically transfer the amount to the Bank account provided by Suraksha Diagnostics.

6.2 After due correspondence and permission from and/or between the concerned bodies, the authority of RKM Sikshanamandira may agree to hold joint activities on public health and hygiene such as general health camps, eye camps, awareness camps, organisation of seminars, symposiums and/or workshops on public health and hygiene issues involving the aspiring students of RKM Sikshanamandira as mentioned above. 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. RESPONSIBILITIES OF SURAKSHA DIAGNOSTICS

7.1 After due correspondence and permission from and/or between the concerned bodies, the authority of Suraksha Diagnostics may agree to arrange a urgently needed mass COVID-19 RT PCR Test Drive and COVID Vaccination Drive at RKM Sikshanamandira. For the purpose of COVID-19 RT PCR Test at RKM Sikshanamandira, Suraksha Diagnostics shall provide the required number of specified Test kits, doctors, nurses and other support staff for collection of the swap sample at RKM





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Sikshanamandira. The subsidy in the COVID-19 RT PCR Test and COVID Vaccine price provided to the economically challenged persons by RKM Sikshanamandira on each day of the camp will be thoroughly calculated and the bill for the total amount payable by RKM Sikshanamandira has to be submitted by Suraksha Diagnostics. Upon receipt of the valid bill, the amount will be transferred by RKM Sikshanamandira to Suraksha Diagnostics.

7.2 After due correspondence and permission from and/or between the concerned bodies, the authority of Suraksha Diagnostics may agree to hold joint activities on public health and hygiene such as general health camps, eye camps, awareness camps, organisation of seminars, symposiums and/or workshops on public health and hygiene issues involving the aspiring students of RKM Sikshanamandira as mentioned above. 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 Suraksha Diagnostics 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 Suraksha Diagnostics 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 Suraksha Diagnostics 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 Suraksha Diagnostics, 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 Suraksha Diagnostics 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 Suraksha Diagnostics 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 Suraksha Diagnostics 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 Suraksha Diagnostics, shall be considered to be duly served if the same shall have been delivered to, left or posted by registered mail to the Suraksha Diagnostics 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 Suraksha Diagnostics 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 Suraksha Diagnostics, subject to such terms and conditions; as may be mutually agreed upon, by both RKM Sikshanamandira and Suraksha Diagnostics.

## 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 Suraksha Diagnostics. From time to time, with the consent of both RKM Sikshanamandira and Suraksha Diagnostics, the Arbitrator may enlarge the scope and time for making and publishing the verdict awarded.



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## 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 Suraksha Diagnostics.

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

For and on behalf of -

**Suraksha Diagnostics Pvt Ltd**

Sign.: Sangeeta Chakraborty

Name: Sangeeta Chakraborty

Desig.: GM Operations

Suraksha Diagnostics Pvt Ltd

Seal



Witness (Name and address)

- 1... Arijit Chakraborty
- 2... Santanu Biswas.
- 3... Mukul Chakraborty

Date: 21 April 2021

For and on behalf of -

**RKM Sikshanamandira**

Sign.: Swami Vidyamritananda  
21/4/21

Name: Swami Vidyamritananda

Desig.: Vice Principal

RKM Sikshanamandira

Seal

Swami Vidyamritananda

Vice-Principal

Ramakrishna Mission Sikshanamandira

Belur Math, Howrah-711202, W.B.

Witness (Name and address)

- 1... Biswasjit Gondami (Belur math)
- 2... Parash Nath Roy (Belur math)
- 3... Subhadip Ghosh (Belur math)

Date: 21 April 2021