

**Government of West Bengal  
Department of Higher Education  
Technical Branch  
Bikash Bhavan, Salt Lake, Kolkata-91**

No. 422 – Edn(T)

Dated, Kolkata, the 4<sup>th</sup> June, 2008.

From : Sri M. Biswas  
Joint Secretary to the  
Government of West Bengal.

To : The Director of Technical Education, West Bengal.

**Sub :** Introduction of six-semester M.Tech. in Information Technology and four-semester post-graduate diploma in Web Technology through a collaborative Distance Education Programme of School of Information Technology, Jadavpur University at Jaipauri Government Engineering College.

With reference to the above subject, the undersigned is directed to state that the proposal of Jaipauri Government Engineering College for introduction of the aforesaid collaborative M.Tech. and P.G. Diploma Programmes in collaboration with School of Information Technology, Jadavpur University, has been examined.

The undersigned is further directed to state in this regard that the State Government in the Department of Higher Education has no objection to the aforesaid proposal of Jaipauri Government Engineering College subject to the condition that there shall be no financial involvement on the part of Jaipauri Government Engineering College.

Officer-in-Charge, Jaipauri Government Engineering College may be allowed to proceed with the programme as per the terms of the MoU.

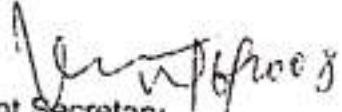
Yours faithfully,  
**Sd /- M. Biswas**  
Joint Secretary

No. 422 /1(4) – Edn(T)

Dated, Kolkata, the 4<sup>th</sup> June, 2008.

Copy forwarded for information and necessary action to :

1. Officer-in-Charge, Jaipauri Government Engineering College.
2. Dean of Engineering and Technology, Jadavpur University.
3. P.S. to MIC, Higher Education Department.
4. P.S. to the Additional Chief Secretary, Higher Education Department.

  
Joint Secretary

भारतीय गैर न्यायिक

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ONE  
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING is made on this 10<sup>th</sup> day of July, 2008 by and between **Jadavpur University**, a corporate body established under Jadavpur University Act, 1981, having its main campus at Jadavpur, Kolkata - 700 032 (hereinafter referred to as "JU" for short) and shall include its successors/assignees on One Part

And

**Jalpaiguri Government Engineering College** an Engineering College established in 1962 having its premises at **Jalpaiguri Government Engineering College, Jalpaiguri - 735102** (hereinafter referred to as Distance Education Partner) on the Other Part.

WHEREAS:

A. The Jadavpur University in its School of Education Technology (hereinafter referred to as "SETJU") has setup a facility for Multi-modal Digital Distance Education Programme for the purpose of imparting Education and Training (E&T) for Distance Education and Courseware Creation

B. The Department of Information Technology (DIT), Ministry of Communication and Information Technology (MCIT), Government of India (hereinafter referred to as "MCIT" for short) has provided initial financial assistance to the SETJU to setup a Resource Centre for conducting such activities.

C. **Jalpaiguri Government Engineering College** (hereinafter referred to as JGEC) has been engaged in teaching with B.Tech in IT, CSE, ECE, CE, ME, EE,



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D. JGEC has approached *Jadavpur University through its SETJU* by its letter dated the **22/04/2008** for entering into an Agreement as a Distance Education Partner Organization to impart Education and Training jointly for a selected M. Tech Degree and Diploma Level Academic Courses of JU at the said college premises and JU has accepted such proposal of JGEC) in principle.

NOW this agreement witness as follows

### 1. OBJECTIVE

The main objective of the Distance Education Partner would be (a) to setup the necessary infrastructure for the Multi-modal Distance Education Programme, and (b) to facilitate imparting cost-effective multi-modal Digital Distance Education using the Instruction Materials prepared and supplied for this purpose by *Jadavpur University through its SETJU*. The *Jadavpur University through its SETJU* will monitor the dissemination activities to be carried out by the Distance Education Partner, so as to maintain the quality and standard of imparted Education and Training, and to provide necessary advice as when required, or felt necessary.

The dissemination to be imparted by the Distance Education Partner will be restricted only to the mentioned establishment (termed hereinafter, as "Designated Dissemination Centre") to start with. The geographic location of this Designated Dissemination Centre would be decided by the Distance Education Partner in consultation with SETJU. The address of In-charge for Administration of this Multi-modal Distance Education Programme, and details of available infrastructural facilities must be communicated to the *Jadavpur University through its SETJU*.

### 2. RESPONSIBILITY

For each selected course.

The *Jadavpur University through its SETJU*, in association with the Distance Education Partner(s), will conduct an admission process based on the rules and regulations laid down by the *Jadavpur University*. Admission test, if any, would be conducted by the *Jadavpur University through its SETJU* only, and the Distance Education Partner would assist in providing infrastructure for the same. The *Jadavpur University through its SETJU* will register students (termed hereafter as "Registered Student"), assigned to the Designated Dissemination Centre. *Provided that such registered students shall not be treated as Registered Students of Jadavpur University and rights available to the Registered Students of Jadavpur University shall not be available to the students registered under this MoU.*

- i) The *Jadavpur University through its SETJU* would specify to the Distance Education Partner the infrastructure required at the Designated Dissemination Centre for conducting Education and Training of a selected course.



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- ii) The *Jadavpur University through its* SETJU will make available to such Registered Students (a) Basic Course Materials in CDROM, (b) Access to other Supplementary Course Materials and Course Assignments over the Internet, and (c) Limited support through Internet-anchored e-mail, Whiteboard and Chat.
- iii) For the usage in the Designated Dissemination Centre, on and above the items mentioned in (iii) above, the *Jadavpur University through its* SETJU would provide copies of computer-based Laboratory Instruction Manuals and other appropriate Support Materials.
- iv) The Distance Education Partner, at its Designated Dissemination Centre, would provide (a) Access to its facilities to the Registered Students in the form of (a) CD ROM viewing, (b) Access to Internet, Web Browsing and Reading Room cum Library for a limited time, as well as (c) The limited Mentoring Support including, but not restricted to, the Tutorial Support, Guided Laboratory Experiments on Computer, etc. In addition, they would provide Thesis/Project Guidance to the Registered Students wherever applicable.
- v) Additional to (v) above, for the requisite limited Mentoring Support, the Distance Education Partner shall also position, requisite skilled manpower and install appropriate facilities at its Designated Dissemination Centre for guiding students in their Thesis/Project work in their Registered Academic Programme.
- vi) The (a) On-line Supervised Computer Hours, (b) Off-line Computer Hours and (c) Library hours to be allocated to each student shall be decided by the *Jadavpur University through its* SETJU for each of the selected courses.
- vii) The Distance Education Partner will be compensated for all the rendered services on the "per-Registered-Student-basis" out of the fees paid by the Registered Student in the selected course and assigned to the Designated Dissemination Centre.
- viii) Jadavpur University (JU) will form the Curriculum, Syllabus and the Examination Rules. Jadavpur University would notify the Distance Education Partner the course to be run at the Designated Dissemination Centre, the course duration and the Course Start Date.
- ix) The Distance Education Partner will conduct continuous evaluation and laboratory evaluation for its Registered Students as per the Standard Operating Procedure (SOP) prepared by the *Jadavpur University through its* SETJU for each of the courses and furnish obtained-marks by the Registered Students within two weeks of respective examination dates.
- x) Jadavpur University would conduct the module end-examination, JU shall also carry out evaluation of answer papers and prepare Mark Lists, declare results as well as dispatch / distribute mark lists to students.
- xi) Following its own procedure, the Jadavpur University would award Degree/Diploma to the qualified students.
- xii) The *Jadavpur University through its* SETJU would take the responsibility of (a) Instruction Material development and Quality assurance of all the selected Courses of Studies. However, the *Jadavpur University through its* SETJU may involve Distance Education Partner(s) on content creation activities where the partners have proven expertise; though such prepared course materials would have to go through the quality assurance evaluation process as set by the SETJU.
- xiii) The *Jadavpur University through its* SETJU shall arrange to Advertise and Publicize the Courses as deemed to be reasonable by

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*Jadavpur University through its SETJU. However, Distance Education Partner may be allowed to publicize the course on their own cost provided they take due permission from the *Jadavpur University through its SETJU* on the content of the advertisement material.*

### 3. REVENUE SHARING

- i) The Jadavpur University would collect (a) Registration Fees, (b) (re)Admission Fees, (c) Tuition Fees, (d) Examination Charges, (e) Refundable Caution Deposits etc. as may be decided by JU from each of the enrolled students for the Courses of Studies.
- ii) The Directorate of Distance Education, Jadavpur University (DDEJU) would compensate the services rendered by the Distance Education Partner at the rate of half (i.e. 50%) of the Tuition Fees collected by the Jadavpur University from the students enrolled in their Designated Dissemination Centre for the Multi-modal Distance Education Courses run by the SETJU. The payment would be made on raising the bill by the Distance Education partner 60 days after the commencement of each semester of the course.
- iii) Course fees for each of the Courses will be separately determined by JU and that will be communicated to the Distance Education Partner.

### 4. IPR :

The IPR of the course materials prepared by *Jadavpur University through its SETJU* will remain with Jadavpur University. The Distance Education Partner will preserve the IPR of the Instruction Material and Evaluation Package made accessible to them by the *Jadavpur University through its SETJU*. During the subsistence of this agreement, the Distance Education Partner shall not enter into agreement with others on sale / transfer of information / technology / materials without the written approval of JU. The Distance Education Partner will use the material for the purpose specified by the *Jadavpur University through its SETJU*.

Similarly the IPR of the additional Course Materials prepared by the Distance Education Partner will remain with the said partner. The Distance Education Partner, however, would allow free usage of these additional Course Materials at no cost by the JU for the purpose of the related Distance Education Programme during subsistence of this agreement.

Both parties agree not to divulge, distribute or use the contents prepared by the other party and included in the courses for the Distance Education Programme without the written consent of the other partner.

### 5. GENERAL:

a) **Validity:** The agreement will be valid for a period of 3 Years from the date of signing the agreement, subject to satisfactory performance and compliance of the both parties every year. The agreement may be renewed at the end of the said period by mutual consent and on terms to be agreed and finalized by a fresh agreement.

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**b) Permission:** The Distance Education Partner would be at liberty to incorporate in its publicity and other materials, as may be deemed fit and necessary, its association with the SETJU subject to approval by the Jadavpur University.

**c) Termination:** The agreement may be terminated by either party by giving notice of six calendar months in writing to the other party. However, the parties hereto shall nevertheless be bound to observe the terms of this Memorandum in respect of and up to the time all assignments on hand and/or courses announced, are completed in all respects. The *Jadavpur University through its SETJU* will have the sole right to terminate the arrangement if the quality of support and arrangements at the partner's end is not up to the mark as per the sole analysis of the *Jadavpur University through its SETJU*. The Distance Education Partner will however, receive written communication as six month's notice from the SETJU regarding the unsatisfactory evaluation by the *Jadavpur University through its SETJU* as per its own standard and should rectify the defects/deficiencies within 30 days of the issuance of such Notice, failing which the *Jadavpur University through its SETJU* may unilaterally terminate this agreement mentioning such violation. Similarly, the Distance Education Partner shall also have right to terminate this agreement in the event of unsatisfactory performance / quality by the *Jadavpur University through its SETJU*, again by giving six month's notice and opportunity to *Jadavpur University through its SETJU* to Rectify / Cure defects within 30 days of issuance of such notice.

**d) Addition / Deletion:** Initially only one Designated Dissemination Centre will be run by the Distance Education Partner. However, additional Designated Dissemination Centre(s) may be permitted by the Jadavpur University at its sole discretion. No other Educational and/or Training Activities may be conducted at such Designated Dissemination Centre by the Distance Education Partner that may be any way related to the permitted Course. The sole evaluation of the SETJU on behalf of the Jadavpur University regarding the resemblance of other on-going Education and Training Courses of the Distance Education Partner in those Designated Dissemination Centres, will be binding to all concerned. Notwithstanding this, the JGEC shall be free to run its own courses at other premises/centers without any obligations/permissions to/from SETJU.

**e) Secrecy:** Both the parties will maintain confidentiality of the financial, administrative and academic evaluation information of the other party that may come to their possession during the tenure of the agreement.

**f) Resolution of Conflict and Arbitration:** If any dispute or difference of any kind arises between two parties during the Tenure of the Agreement, the Director of the SETJU or his authorized representative on behalf of the SETJU and the **Officer – in – Charge, JGEC** of the Distance Education Partner or his authorized representative, on behalf of Distance Education Partner, would resolve the dispute mutually without referring to any other form of Arbitration. For any further unresolved disputes, the verdict of the Vice Chancellor, JU will be binding to all and sundry.

**g) Contact Person:** Letters, Notices and Communication should be sent to Director, School of Education Technology, Jadavpur University, Kolkata - 700 032 in case of the SETJU and the In-charge for Administration of the Designated Multi-modal Distance Education Centre, in case of the Distance Education Partner.



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*(Handwritten signature)*

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**h) Correspondence:** Students enrolled by the *Jadavpur University* through its SETJU and allocated to the Distance Education Partner with at least two weeks of clear Notice prior to the commencement of the module.

IN WITNESS WHEREOF the parties hereto have hereunder set their respective hands and seals the day, month and year above-written.

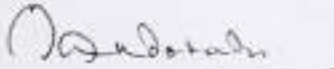
SIGNED ON BEHALF OF  
Jalpaiguri Government Engineering College

Signature: 

NAME: Dr. (Prof.) J. Jhampati  
DESIGNATION: Officer - in - Charge,  
Jalpaiguri Government Engineering College

(PARTY OF THE OTHER PART)

SIGNED ON BEHALF OF  
JADAVPUR UNIVERSITY, Kolkata

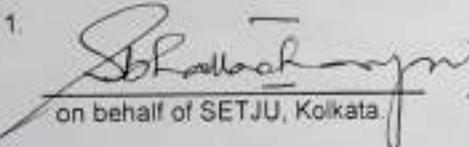
Signature: 

NAME: Sri Rajatkumar Bandyopadhyay  
DESIGNATION: Registrar JADAVPUR  
UNIVERSITY, Kolkata

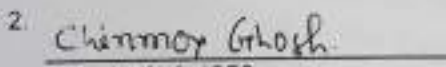
(PARTY OF THE ONE PART)

Signed, sealed and delivered in the presence of:

WITNESSES:

1.   
on behalf of SETJU, Kolkata.

**Prof. Samar Bhattacharya**  
Director  
School of Education Technology  
Jadavpur University, Kolkata - 700 032

2.   
on behalf of JGEC

