



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AR 097715

### Memorandum of Understanding

This Memorandum of Understanding (MoU) is made and executed at Kolkata on \_\_\_13th\_\_\_ day of February 2024

BETWEEN

Scottish Church College, Kolkata, West Bengal having its office at 1 and 3 Urquhart Square Kolkata- 700006

AND

CSC e-Governance Services India Ltd ("**CSC**") A company registered under the Companies Act 1956, having its registered office at Electronics Niketan, 4th Floor, DIT, 6, CGO Complex, Lodhi Road. New Delhi-110003



*Madhumajasi Mondel*  
Principal  
Scottish Church College  
Kolkata

CSC and Scottish Church College, Kolkata are jointly referred to as '**Parties**' and individually as '**Party**'

WHEREAS, CSC and Scottish Church College, Kolkata have entered into discussions for the formation of an understanding for working on capacity-building across the university are their allies colleges ( constituent, Minority and affiliated college ) campus. The specific focus areas will be as follows:

- Setting up of a CSC centre at college campus and integration portal service if any through CSC in feature.
- Offering Educational and Vocational courses to the students at their college campuses under Scottish Church College, Kolkata, Other technical solutions to the university as required, like providing online admit card download, etc. in feature.

**WHEREAS,** CSC e-Governance Service India Limited is a Special Purpose Vehicle (CSC SPV) incorporated under the Companies Act, 1956 by the Ministry of Electronics and Information Technology (MeitY), Government of India, to monitor the implementation of the Common Services Centers Scheme (CSCs). Common Services Centres (CSCs) are a strategic cornerstone of the Digital India programme, which are the access points for delivering various digital services to villages in India with their presence in every Gram Panchayat (GP) near to the beneficiary home location. CSCs offer assisted access to e-services to citizens with a focus on enhancing



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governance, delivering essential government and public utility services, social welfare schemes, financial services, education and skill development courses and digital literacy, apart from a host of B2C services. Citizens can avail the G2C services at nearby CSCs without visiting any government office. The CSC Academy is further committed to teaching and delivering specialised courses/training programmes, leadership, communication skills and promotion of entrepreneurship among the rural masses in India with an objective to save time and cost for the citizens with ease.

WHEREAS, to fulfil this vision the CSCs are providing services to almost 10-15 universities across the country such as admission form filing, certificate requests, fee payments, admit card downloads and others.

WHEREAS, the Scottish Church College, Kolkata was established 13<sup>th</sup> July, 1830 and a renowned College for outstanding academic programs.

WHEREAS, Scottish Church College, Kolkata endeavors to excel in teaching, research, innovation and creativity. It is a globally recognized hub for rigorous academic teaching, innovative research and quality publications and journals of international repute.

**1. MOU Subject to Definitive Agreement.**



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This MOU is for discussion purposes only and is not intended to constitute a legally binding or enforceable agreement or commitment on either Party, except for Section 4, which shall be binding on the parties following its terms.

## **2. Non-binding Understandings.**

The Parties concerning the Project. The Parties' present intention is that Scottish Church College, Kolkata and CSC would fulfil each of their respective responsibilities concerning the Project on terms and conditions substantially similar to those set forth in Section 2 (Section 2 in the Indian contract Act 1872). These terms are based on information currently available. Accordingly, they do not reflect all of the material terms of the Project but provide a basis for discussion and negotiating the Definitive Agreement (as defined below).

### **(a) Definitive Agreement.**

The Parties intend to negotiate a formal written agreement that would govern each party's obligations concerning the Project ("**Definitive Agreement**"). Accordingly, binding obligations concerning the Project shall only arise upon both Parties' execution of the Definitive Agreement.

### **(b) Customary Provisions.**

The Definitive Agreement would contain such covenants, conditions, indemnities, representations and warranties as are customary for this type of collaboration and as the Parties would mutually agree.

### **(c) Scottish Church College Responsibilities.**



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The roles and responsibilities of Scottish Church College, Kolkata are as follows:

- i. Providing space and electricity connection in the constituent and affiliated colleges campus for setting up of Common Service Centre which would be provided free of cost by Scottish Church College, Kolkata on its own cost.
- ii. Providing access of basic Training infrastructure, IT Labs for providing training courses offered through CSC in future.
- iii. Quarterly Review and monitor with the CSC State team for efficient delivery of services through CSCs.

**(d) CSC Responsibilities.**

CSC is instrumental in generating the supply for the resources to be trained and deployed as per the requirement. CSCs are the access point for the delivery of various digital services to students and faculties of Scottish Church College, Kolkata. CSCs, being the part of Digital India initiative propose to design and develop an efficient Digital Seva centre/portal (DSP) for providing quality services.

The role of CSC here is as follows:

- i. Establishment of a CSC centre in, the Scottish Church College, Kolkata campus.
- ii. Ensuring viability and sustainability of the CSC Scheme.
- iii. Providing all the services to students as well as citizens of that locality within the KMC area.
- iv. Coordinating with College authority for smooth implementation of the scheme.



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Kolkata

- v. CSC SPV team will help in resolving all technical issues arising during the establishing and providing these services.
- vi. Offering Educational and Vocational courses to the students at their college within campuses.
- vii. Integration of college portal service through CSC in feature.
- viii. Identification of CSC operator Village Level Entrepreneur (CSC VLE) and put them at the College CSC.
- ix. The concerned CSC Village Level Entrepreneur (CSC VLE) will put a common branding and rate chart banner.

Other CSCs service for beneficiaries:

- Amount withdrawal using AEPS (Aadhar enabled Payment System)
- Bank account opening of students, PAN, Passport, etc

### **3. Timing.**

The MoU is effective from the Effective Date and shall be valid for 3 [three] years there from.

### **4. Binding Agreements.**

This Section 4 (The Indian contract act 1872) shall constitute a legally binding and enforceable agreement between the Parties. In consideration of the expenses that the Parties may incur in pursuing the Project and drafting and negotiating the Definitive Agreement, the Parties agree as follows:

- (a) **Costs and Expenses.** Each Party shall be responsible for all of its costs and expenses associated with pursuing



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the Project, including without limitation (i) the performance of its obligations under this MOU, (ii) drafting and negotiating the Definitive Agreement, and (iii) providing its volunteer force.

(b) **IP and Logos.** Both the Party jointly may use the logo of the other Party only as provided in a separate logo usage agreement. Scottish Church College shall retain all rights in the materials brought in by it in connection with this MOU. In addition, CSC agrees not to initiate or distribute any press releases, publicity matters or other promotional materials related to or referencing the subject matter of this MOU without the prior written approval of Scottish Church College, Kolkata.

(c) **Confidentiality.** None of the information or materials exchanged between Scottish Church College by CSC is confidential. Should the parties wish to exchange confidential information in connection with this Agreement, the parties shall enter into a separate written agreement concerning such disclosure.

(d) **Affirmation of Non-Discrimination.** CSC does not advocate, support, or practice activities inconsistent with Scottish Church College, Kolkata, non-discrimination policies, whether based on race, colour, religion, age, nationality, social or ethnic origin, sexual orientation, gender, gender identity or expression, marital status, pregnancy, political affiliation, disability, or veteran status.



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(e) **Project for Legal Purposes.** CSC will use the Project or its technology for legal purposes only.

(f) **Compliance with Anti-Corruption and Anti-Bribery Laws.**

CSC commits to using the services, products, cash or other benefits of the Project solely for the benefit of the Project, in a manner that reflects the highest standards of integrity and ethical conduct and following all laws, rules and regulations applicable to CSC, including without limitation all applicable anti-corruption and anti-bribery laws. CSC agrees that no individual associated with or employed by CSC will improperly benefit directly or indirectly from the Project. CSC agrees that this Project is not intended to influence, and will not influence, the procurement decisions of CSC or any organization with which its partners, officers, board members or trustees or their family members are employed or otherwise affiliated. CSC will not directly or indirectly make or give, offer or promise to make or give, or authorize the making or giving of any payment, gift, or other things of value or advantage to any person or entity for (a) the purpose of wrongfully influencing any act or decision, inducing any act or omission to act in violation of a lawful duty, inducing a misuse of influence or securing any improper advantage, or (b) any purpose that is otherwise unlawful under any applicable anti-corruption or anti-bribery laws, where in either case (a) or (b) there is any direct or indirect connection or relation to the grant.

(g) **Term and Termination.** The rights and obligations of the Parties in this MOU shall expire upon the execution of the Definitive Agreement or the termination of this MOU,



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whichever is earlier. Either Party may terminate this MOU upon notice to the other party, without any obligation or liability to the other party, provided that this Section 4 shall survive such termination.

(h) The parties agree that (i) the activities intended by this MOU may not be completed; (ii) the results achieved may not be as anticipated; and (iii) these activities may not lead to any announced or generally available, or limited offering. Any decision by any party to forego, or engage any other business opportunity, to alter or supplement any business plan of direction, or to make any investment in anticipation of the consummation of any transaction contemplated hereunder, is at the sole discretion of the party electing to do so, and will not create any actual or potential liability or any obligation for the other party, even if that party is aware of, or has been informed of, or has indicated approval of, any such action, decision, or election.

(i) For any claim in any way related to the subject matter of this MOU, the damaged party shall not be entitled to recover any actual and direct damages unless and until a definitive agreement has been signed. This will apply regardless of the form of action, whether in contract or tort, including negligence. This limitation will not apply to claims for bodily injury or damage to real or tangible personal property for which a party is legally liable. However, the liability for direct damages will be limited to INR 10,000. Notwithstanding anything to the contrary, in no event will either party be liable for any lost profits, lost savings, incidental damages, or other



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economic consequential damages, even if advised of the possibility of such damages. In addition, neither party will be liable for any damages claimed by the other party based on any third-party claim.

(j) **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of India, and courts of Kolkata shall have exclusive jurisdiction.

(k) **No Third-Party Beneficiaries.** Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns any rights or remedies under or because of this MOU.

(l) **No Assignment.** Neither this MOU nor any rights or obligations hereunder may be assigned, delegated or conveyed by either Party without the prior written consent of the other Party.

(m) **Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed original, but all of which together constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date 13.02. 2024 set forth above.

Scottish Church College, Kolkata	CSC e-Governance Services India Limited
Sign: <i>Madhumanjari Mandal</i> 13/2/24	Sign: <i>[Signature]</i>
Name: <b>Dr Madhumanjari Mandal</b>	Name: <b>Shri Sanjay Kr. Rakesh</b>
Title: <b>Principal</b>	Title: <b>MD &amp; CEO</b>

Principal  
Scottish Church College  
Kolkata

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Witness 1:

Supratim Das 13/02/2024

Vice-Principal  
Scottish Church College  
Kolkata 700 008

Witness 2:

Shambhu Kumar (Signature)  
13/2/24