

COLLABORATION AGREEMENT

This is Collaboration Agreement ("Agreement") dated 09-05-2024 by and between:

Dr. B. C. Roy Engineering College, Jemua Road, Fuljhore, Durgapur-713206 (W.B.), India (Approved by AICTE & Affiliated to MAKAUT, WB), NBA Accredited for 5 programs and NAAC Accredited (hereafter referred to as "Dr. B. C. Roy Engineering College, Durgapur" which expression shall deem to mean and include its successors and permitted assigns) through its authorised representative Prof. (Dr.) K. M. Hossain, Vice Principal, Dr. B. C. Roy Engineering College, Durgapur of ONE PART.

AND

Celebal Technologies Private Limited, a company duly incorporated under Companies Act, 2013 having its registered office at 3rd Floor, A Wing, F-202-204, Mansarovar, Riico Industrial Area, Jaipur, Rajasthan, 302020(hereafter referred to as "**Celebal**" which expression shall unless deem to mean and include its successors and assigns)through its authorised representative of OTHER PART.

"**The College**" and "**Celebal Technologies Private Limited**" are hereinafter jointly referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS

- A. **Dr. B. C. Roy Engineering College, Durgapur (BCREC)**, established in 2000, was the first private Engineering College in Durgapur, West Bengal. BCREC, under the affiliation of MAKAUT and with the accreditation of AICTE and NBA, has come a long way. In its 25th year now, BCREC today offers 4 M. Tech. Programs (CSE, ECE, EE, ME), 9 B. Tech. Programs (CSE, IT, CSD, CSE(AIML), CSE(DS), ECE, EE, ME, CE and 2 Post Graduate Programs in Management (MBA) and Computer Application (MCA). Spread over a large area of about 17 acres, BCREC has multi storied buildings for each separate department, a Central Library, a Recreation Area, Games and Sports Arenas, Multi-gyms, state-of-art Laboratories for all subjects including English Language. BCREC has a robust Training and Placement Cell which ensures that our students are trained for the whole semester in order to succeed in Campus Placements. GATE Forum ensures that students opting for higher education in Engineering are also suitably trained. More than a few hundreds of teaching staff with sterling academic careers and credentials are the guardians of the teaching learning process in this college.
- B. **Celebal Technologies Private Limited**, a premier software services company in the field of Data Science, Big Data, and Enterprise Cloud. We help you achieve a competitive advantage with intelligent data solutions, built using cutting-edge technology. Our core offerings are around Cloud Innovation, Supply Chain Analytics, Chat Bots, Power Platforms, and Data Analytics. Our solutions can help you accelerate decision-making and take giants leaps in your digital transformation journeys.

Now therefore, the Parties, accordingly, record their understanding and define the steps to be taken in pursuance thereof, however the Parties to this Agreement do not intent to create any binding obligation upon each other to subsequently enter into any business relationship pursuant to the terms agreed upon between them which are stated as under:

1. OBJECTIVES OF THE AGREEMENT

The objective of this Agreement is:

For Celebal:

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For College:



Vice-Principal

Dr. B. C. ROY ENGINEERING COLLEGE

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- (a) to initiate agreement between the College and Celebal Technologies Private Limited for mutual benefit of the Parties. The Parties have jointly collaborated to play an effective role in placement of students with Celebal; and
- (b) to provide a formal basis for initiating interaction between the College and Celebal Technologies Private Limited by enhancing students by up skilling and training them through technical curriculum.

2. AREAS OF COLLABORATION

The areas of collaboration between the Parties are as contemplated in this Agreement and as set out in **Annexure A**. In the event, the Parties intend to extend collaboration in other areas, and then the Parties shall execute a separate amendment on the terms and conditions as may be mutually agreed between the Parties.

3. PROPOSED TIME FRAME

While both Celebal and the College look forward for a long-term relationship, Parties agree to enter into this Agreement for an initial term of 1year and thereafter review and renew the Agreement post expiry of the term, on mutually agreed terms and conditions.

4. CONFIDENTIALITY


4.1 It is agreed between the Parties that each Party will, by virtue of its association with the other, gain access to and/or possession of confidential information relating to the other Party, namely secrets; Celebal's salary package, training material, projects disclosed to college, clients and / or any sort of financial information, Parties agree to keep all such information confidential including

1. the contractual and financial arrangements between the Party and its business associates;
2. the said Party's financial details, including, without limitation, details of the remuneration paid by the Party to its candidates;
3. all other matters which relate to the Party's business and in respect of which information is not readily available in the ordinary course of the business to a competitor of the Party;
4. any information obtained in terms, or arising from the implementation, of this Agreement, (hereinafter collectively referred to as "Confidential Information").


4.2. Such Confidential Information shall be treated as strictly confidential by the Parties and shall not be used, divulged or permitted to be divulged to any person not being a Party to this Agreement, without the prior written consent of the other Party -

1. Each Party shall be entitled to disclose such information to such of its employees, officers and Affiliates who need to know for the purposes of this Agreement. Before revealing such information to any such employees, officers and Affiliates each Party undertakes to procure that such employees, officers and Affiliates are aware of the confidential nature of the information being made available to them;
2. any information which is required to be furnished by law or by existing contract or by any stock exchange on which the shares of a Party are or may be listed may be so furnished;
3. no Party shall be precluded from using or divulging such information in order to pursue any legal remedy available to it; and

4.3. Notwithstanding anything to the contrary contained herein, information that -

For Celebal: 

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1. is or becomes available to the general public, other than as a result of a breach of the provisions of this Agreement;
2. was, prior to the Signature Date, already known by or in the possession of the Party and is not otherwise subject to an obligation of confidence;
3. was independently developed by a Party without the direct or indirect use of or reliance on Confidential Information; or
4. was rightfully and lawfully received by a Party from a third party and is not otherwise subject to an obligation of confidence.

5. OBLIGATIONS OF THE COLLEGE

- 5.1. Parties agree that in case Celebal offers a full-time job opportunity to a Student(s), College shall permit that student(s) to join from 7th Semester or 8th Semester and / or as may be required by Celebal.
- 5.2. As soon as the placement season starts College shall notify Celebal with the name of other recruiting companies as well as the past three years record of the base salary and bracket other companies offer, may / will be offering.
- 5.3. If Celebal makes an offer to any candidate, the candidate must accept the offer. Such candidate can appear for only 1 interview followed by that, provided that the candidate can only accept the offer from any other company if it is two times more than what Celebal is offering. In case any candidate accepts other offer, Celebal reserves the right to be pre-informed.
- 5.4. Celebal agrees to not undertake any financial liability / obligation on itself for offering a potential job to students. It is and shall always be at the discretion of Celebal to provide trained students with potential job offer. Parties hereby agree that the College shall not incur any financial liability/obligation under this Agreement.
- 5.5. If any student is found engaging in any malpractices relating to the selection procedure, Celebal reserves the right to revoke such candidate's offer.

6. TERMINATION

- 6.1. This Agreement may be amended or terminated earlier by mutual written Agreement duly signed between the Parties.
- 6.2. Either party shall have the right to unilaterally terminate this Agreement upon 30 days prior written notice to the other Party.
- 6.3. However, no such early termination of this Agreement, whether mutual or unilateral, shall affect the obligations of the participants under any Agreement. Neither Party is entitled to any compensation in the event of termination of this Agreement.

7. ASSIGNMENT


It is understood by the Parties herein this Agreement is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement or rights or obligations arising hereunder, either wholly or in part, to any third party.

8. COSTS OF THE AGREEMENT

- 8.1. Each Party shall bear the respective costs of carrying out the obligations under this Agreement.
- 8.2. Neither party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to reasons beyond the control of the concerned party or without its fault or negligence without limitation, strikes, riots, wars, fires, epidemics, quarantine restrictions, usually severe weather, earthquakes, explosions, acts of god or state or any public enemy

For Celebal: 

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or acts rerated by applicable laws, regulation or order, whether valid or invalid, of any governmental body.

8.3. Notwithstanding anything to the contrary in this Agreement, any exhibit or attachment or any other document signed between the Parties regarding the subject matter of this Agreement, either prior or subsequent to this AGREEMENT, in no event shall either Party be liable for any loss of profits or revenue, or loss or inaccuracy of data or for any direct, indirect, incidental, special or consequential damages incurred by the other Party.

8.4. Notwithstanding anything to the contrary in this Agreement, any exhibit or attachment or any other document signed between the parties regarding the subject matter of this Agreement prior to this Agreement, in no event shall either party be liable to the other for the non- fulfilment or non-performance by either party of its intentions laid down herein and neither party shall be liable to the other party for any loss or prompts or revenue, or loss or inaccuracy of data or for any direct, indirect, incidental, special or consequential damages incurred by the other party as a result of such non-fulfilment or non-performance.

9. PUBLICITY

Save as otherwise contrary provided in this Agreement, either Party will not, without first obtaining the prior written consent of the other Party use or permit others to use the name of the other Party in any public announcements, promotional, marketing or sales materials or efforts during the term of this Agreement.

10. BINDING FORCE

This Agreement shall have binding effect on Parties unless expired due to efflux of time or otherwise terminated or another Agreement is executed between Parties stating detailed terms and conditions.

11. JURISDICTION AND GOVERNING LAW

Parties agree that the courts of Durgapur/Kolkata High Court, exclusive jurisdiction to hear and determine any suit, action or proceeding and to settle any dispute between them that may arise out of or in connection with this Agreement and, for such purposes, each irrevocably submits to the exclusive jurisdiction of such courts.

12. SIGNED IN DUPLICATE

This Agreement is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity. By signing below, the Parties, acting by their duly authorized officers, have caused this Agreement to be executed, effective as of the day and year first above written.


13. MISCELLANEOUS PROVISIONS

12.1 During the term of this Agreement, and for a period of 1 year immediately following the termination of this Agreement, both parties shall not in any way make an offer of employment to any officer, partner or employee of the other Party.

12.2 Nothing in this Agreement shall be construed to grant either party the right to make commitments of any kind for or on behalf of the other without the other's prior written consent. At all times contemplated herein, Celebal and the College shall remain independent contractors, each responsible for its own employees. Each party assumes no responsibility to the other for costs, expenses, risks, and liabilities arising from the efforts of the other.

For Celebal:  _____

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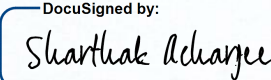

For College:  _____

Vice-Principal
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12.3 Celebal is not under any financial liability / obligation for offering any job to students. It is totally Celebal's discretion whether it provides the trained students an internship program or a potential job offer.

12.4 The College agrees to hold Celebal harmless against any claim, harm or damage from any act or omission on the part of college resulting from acceptations or rejection of any student.


IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT:

For Celebal Technologies Pvt. Ltd.	For the College
Signature  <small>DocuSigned by:</small> <small>7870022449764A9...</small> Name: Sharthak Acharyee Designation: Senior Manager	Signature  Name: PRABAL KUMAR SAHU Designation:

In-Charge
T & P (Campus)
Dr. B. C. Roy Engineering College
Durgapur

For Celebal: 

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Annexure A**Areas of Collaboration - Initial scope of engagement between the College and Celebal Technologies Private Limited**

Based on the principles of mutual benefit and respect for each other's independence, both parties and have agreed on the following:

1) Industry Tie-up

- Industry based Curriculum
- Project based Learning
- Internship
- Placements

2) Celebal Academic Initiative Program

- Expert Sessions/Mentorship by Celebal Team
- Events/Technical sessions for Students
- Training and Certifications

1. Training and Learning Program -An industry-based curriculum shall be provided by Celebal and Celebal shall have the right to offer full-time job opportunity to such student(s) completing the said curriculum. College shall permit that student(s) to join from 7th Semester or 8th Semester and / or as may be required by Celebal.:
2. Curriculum for TY students in different buckets
3. Organization of Hackathon and coding events for students
4. To set up Corporate Hub for Celebal in association with the College - providing opportunity for Celebal selected students to work from college having required setup.

Please note the above shall be as per the availability of the resources of both parties and post internal compliances and policies of both parties. Both parties reserve the right to make modifications basis management decision and such modifications shall be binding only after mutually agreed between the parties in writing.

For Celebal:



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