



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
NATIONAL HIGHWAYS AUTHORITY OF INDIA
(MINISTRY OF ROAD TRANSPORT AND HIGHWAYS, GOVT. OF INDIA)

परियोजना निदेशक का कार्यालय, परियोजना कार्यान्वयन इकाई
Office of the Project Director, Project Implementation Unit
एन एच ए आई कॉम्प्लेक्स, सेक्टर-२(ए), विधाननगर
NHAI Complex, Sector-2(A), Bidhannagar
दुर्गापुर - 713212, Durgapur - 713212

दूरभाष / Phone No. : (0343) 253 5766
: 253 4815
फैक्स नं० / Fax No. : (0343) 253 4676
ई-मेल / E-mail : dur@nhai.org
: nhaipiudgp@yahoo.com

Dated : 28.10.2020

Ref. No. : 11021/3/2020/PIU(DUP)/BCREC /4315

To

Sh. Piyush Pal Roy
Director
Dr. B.C. Roy Engineering College
Jemua Road, Fuljhore, Durgapur - 713206

Sub: MOU for working together with mutual co-operation for dissemination of respective expertise in civil / highway engineering field through the road infrastructure development.

Sir,

Please find enclosed herewith a copy of the Memorandum of Understanding (MOU) dated 15.10.2020 for working together with mutual co-operation for dissemination of respective expertise in civil / highway engineering field through the road infrastructure development, duly signed by Chief General Manager (Tech), NHAI, Regional Office, Kolkata on behalf of National Highways Authority of India, for your information and necessary action.

Yours faithfully

Encl. : MOU (in original)

(S.K. Mallik)
Project Director

Copy to :-

1. The Chief General Manager (Tech), NHAI, Regional Office, Kolkata for kind information please.
2. The General Manager (Tech)WB, NHAI HQ for kind information please.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MoU") entered into on this ^{15th} day of ^{Oct} 2020 by and between:

National Highways Authority of India (NHAI) (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the First party;

AND

The **Dr. B. C. Roy Engineering College Durgapur, West Bengal-713206, INDIA** (hereinafter called as **The Technical Institute** which the expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns of the Second Party
WHEREAS

Both the Technical Institute (TI) and NHAI are desirous of working together with mutual cooperation for dissemination of respective expertise in civil / highway engineering field through the road infrastructure development.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. INTENT:

National Highways Authority of India (NHAI) intends to associate the TI who shall voluntarily contribute its share of experience for betterment of the highway infrastructure.

2. SCOPE OF THE MOU


The primary scope of MOU inter alia includes the following:

(i) NHAI shall facilitate the faculty, researchers and students of the Institute to familiarize with the latest trends in the highway/transportation/bridge engineering/structural engineering/Geotechnical Engineering sector with a common objective of sharing the knowledge in their respective domain which may lead to joint supervision of Ph.D. research and projects of postgraduate students. This will, in one hand, facilitate to bridge the industry institute gap and familiarize students with the latest trends in industry and on the other hand the research output could be suitably adopted in practice by NHAI and the Technical Institute.

(ii) The Institute shall adopt nearby stretches of NHs as specified in the Appendix-1 as a voluntary initiative under ambit of Institutional Social Responsibility (ISR). The list of stretches may be modified by deletion / addition by mutual consent of NHAI and the Technical Institute.

(iii) The adopted stretch may be used as a field of study for faculty researchers and students.

(iv) NHAI shall offer internship to 20 number of undergraduate/postgraduate students of the Institute for 2 months duration in a year extendable from time to time.



Pijush Pal Roy
DIRECTOR
Dr. B. C. Roy Engineering College
DURGAPUR



R. P. SINGH
CGM (T) / RO
NHAI, Kolkata

(v) NHAI shall pay stipend @ Rs 8,000/- (Rupees Eight Thousand Only) per month for undergraduate students and @ Rs 15,000/- (Rupees Fifteen Thousand only) per month to Postgraduate students. All other arrangements including stay shall be responsibility of the Institute. However, depending upon availability, NHAI may extend transportation facility to the interns within the project jurisdiction.

(vi) Both the parties may form joint research groups leading to students' projects at different levels and collaborative research programmes.

(vii) Both the parties may jointly organize events such as seminars, workshops, conferences and training programmes.

(viii) No party shall have the right to use the name or logo of the other party without the prior approval of that party in writing.

(ix) The terms of this MoU may be modified/ amended at any time subject to mutual written agreement. Such modifications/changes shall be effective from the date on which both the parties execute them in writing.

(x) Any other research collaboration not covered above, shall have separate agreement/terms of contract that addresses issues such as Intellectual Property Right (IPR), funding pattern, disclosure of confidential information etc.

(xi) Any other matter(s), as mutually agreed, which are not covered above


3. Roles and Responsibilities:

The scope of this MOU shall be carried out in a collaborative mode between NHAI and the Technical Institute. The Roles & Responsibilities of NHAI are the Technical Institute in performing the defined objective shall be as follows:

NHAI

- a. NHAI shall provide the list of potential stretches of National Highway for adopting by the Technical Institute
- b. NHAI shall facilitate availability of relevant data required with specific reference to the above stretches through its field office consultants/concessionaire/contractor engaged in the project.
- c. NHAI Will nominate an officer as a Node of contact for all correspondence in carrying out the defined objective.
- d. NHAI shall facilitate the faculty, researchers and students of the Institute to give access to the site of the identified stretch being adopted by the Technical Institute, relevant documents for the purpose of activities to be carried by these intellectuals of the Institute.
- e. NHAI through its field office Consultant Concessionaire Contractor engaged in the project as per reasonable requirement will disseminate and familiarize the latest trends and know how in highway/transportation/bridge engineering/Structural and Geotechnical Engineering(s) sector in general and the identified project in specific to the authorized faculty, researchers and students of the Institute.
- f. NHAI may suitably adopt the research output and feedback received from the Technical Institute in practice for qualitative improvement as deemed fit at appropriate stage of implementation.


Pijush Pal Roy
DIRECTOR
Dr. B. C. Roy Engineering College
DURGAPUR


R. P. SINGH
CGM (T) / RO
NHAI, Kolkata

- g. NHAI may support creation of Lab infrastructure in the Institute and can sponsor relevant research project that helps in using alternative resource material and improving quality of roads/bridges.
- h. The NH stretch adopted can be co-branded with the associated technical institute by NHAI

The Technical Institute

- a. The Institute shall adopt stretches of NHs as specified in the Appendix 1 as a voluntary initiative
- b. The Technical Institute through its authorized faculty researchers and students will carry out periodic investigation on formal demands/ intimation and give suitable suggestions for improving the efficiency of existing highway asset covering the following aspects :
- (i) Improvements in safety provision by removing existing deficiencies;
 - (ii) Improvements in continual existing maintenance of the stretch using new alternatives/ technologies;
 - (iii) Localized solutions for removal of congestion points, if any, so as to increase the average speed of traffic flow;
 - (iv) Improvements in the riding comfort through cost effective measures, if required, based on innovative technologies on practices applicable in the area;
 - (v) Viability of new way side amenities for road user based on the existing traffic pattern and user expectations;
 - (vi) Potential and probable solutions to old recurring problems based on local experience etc., wherever applicable.
 - (vii) Improvements in structural performance of bridges using new technologies;
 - (viii) Any other matter(s) such as structural performance audit of bridges, implementation of new innovative alternative technologies and construction materials, etc. on mutual agreement, which are not covered above;
- c. The Institute may also associate with the Consultant/NHAI during conceptualization, design and project preparation of new projects and suggest the relevant parameters and innovations based on experience specific to the site climate, topography and resource potential for better socioeconomic outcome.
- d. The Technical Institute will nominate a nodal officer for all correspondence in carrying out the defined objective as well as inform from time to time.



Pijush Pal Roy
DIRECTOR
Or. B. C. Roy Engineering College
DURGAPUR

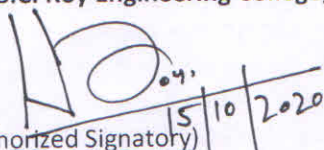


R. P. SINGH
CGM (T) / RO
NHAI, Kolkata

4. EFFECTIVE DATE AND PERIOD OF MOU

This MoU shall come into effect for all its intents and purposes from the immediate effect and shall remain valid for a period of 5 years from the date of signing. In the event of any dispute or difference arising in the implementation of the MoU, such disputes shall be resolved amicably by mutual discussions by both parties. All such decisions shall take into account the status of students working/projects under this arrangement and the interest of such students/ projects shall be protected. The MoU may be terminated by mutual consent by either party by giving 60 days' notice in writing to the other party.

For the Technical Institute
(Dr. B.C. Roy Engineering College, Durgapur)


(Authorized Signatory)

Pijush Pal Roy
DIRECTOR

Dr. B. C. Roy Engineering College
DURGAPUR

Witness:

1. Sanjay Sengupta
(Dr. SANJAY SENGUPTA)
HoD, Dept. of Civil Engg.
2. Soumyadip Das
Asst. Prof., Dept. of Civil Engg.
(Specialized in Transportation Engg.)

For National Highways Authority of India



(Authorized Signatory)
R. P. SINGH
CGM (T) / RO
NHAI, Kolkata

Witness:


1. Shail (SHAILENDRA SHAMBHU)
MANAGER (Tech.), Ro-Kolkata, NHAI.
2. S.K. Mallik
S.K. Mallik, PD
NHAI, PIU-Durgapur


APPENDIX – 1

The institute shall adopt the following stretch(es) of NHs as a voluntary initiative under the ambit of Institutional Social Responsibility (ISR).

Sl. No.	Details of the stretch (from Chainage to Chainage)	NH No	Length(In Km)	Stage of implementation (completed/under construction/under maintenance/project preparation)	Remarks
1	Rehabilitation and up-gradation of existing road to 2-lane with paved shoulders configuration in Purulia (Jhr Border) – Chandil (Junction with NH-33) section of NH-32 from Km. 70.524 (JH/WB Border) to Km. 84.400 (near Sainik School, Purulia) and from Km. 94.300 (near Simulia Junction, Purulia) to Km. 153.705 (near Chandil, Junction with NH-33 in the state of Jharkhand)] in the states of West Bengal and Jharkhand under NHDP IV-B on EPC basis (Adopted Stretch From Km.70.524 to Km.84.400)	NH-32 (New NH-18)	13.876	Under construction	
2	6-laning of Panagarh-Palsit(from Km.521.120 to Km.588.870) Section of NH-19 in the state of West Bengal (Adopted Stretch From Km.521.120 to Km.540.000)	NH-02(New NH-19)	18.88	Under maintenance/project preparation	

Above list of stretches may be modified by deletion/addition by mutual consent of NHAI and the Technical Institute.


 15/10/2020.
Pijush Pal Roy
 DIRECTOR
 Dr. B. C. Roy Engineering College
 DURGAPUR


 R. P. SINGH
 CGM (T) / RO
 NHAI, Kolkata

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भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
National Highways Authority of India
(Ministry of Road Transport & Highways, Govt. of India)



परियोजना निदेशक का कार्यालय, परियोजना कार्यान्वयन इकाई
Office of the Project Director, Project Implementation Unit
एन एच ए आई कम्प्लेक्स, सेक्टर-२(ए), विधाननगर,
NHAI Complex, Sector-2(A), Bidhannagar,
दुर्गापुर-९२, Durgapur-713212

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nhaipudgp@yahoo.com

Ref. No. : 11021/3/2020/PIU(DUP)/BCREC/ 808

Date: 17.05.2021

To,

Dr. Sanjay Sengupta
Nodal Officer
HOD, Dept. of Civil Engineering
Dr. B.C. Roy Engineering College
Jemua Road, Fuljhore, Durgapur - 713206

Sub.: MOU with Dr. B.C. Roy Engineering College - Request for suggestions for improving the efficiency of existing highway assets - reg.

Ref: MOU dated 15.10.2020.

Sir,

Please refer MOU dated 15.10.2020 signed between your College (Technical Institute) and NHAI, wherein Technical Institute through its authorized faculty researches and students will carry out periodic investigation on formal demand / intimation and give suitable suggestion for improving the efficiency of existing highway asset covering the aspects outlined under MOU.

Since, 5 no. of students of your College has successfully completed internship at NH-32 project site for the month of April' 2021 therefore it is requested to submit a feedback report on construction activity and also forward further improvement in the ongoing construction work / maintenance work of NH-32.

Yours faithfully

(S.K. Mallik)
Project Director

Copy to: for information and necessary action.

1. The Team Leader, M/s L N Malviya Infra Projects Pvt. Ltd., Purulia.
2. The Project Manager, M/s DRA Infracon Pvt. Ltd., Purulia.

Copy also to: for information:

1. The Chief General Manager(Tech)-RO-Kolkata, NHAI, Kolkata.



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into on 1st February, 2019 at Durgapur by and between.

- 1). **The Mission Hospital-Durgapur** (A unit of Durgapur Medical Centre Pvt. Ltd.) having its registered office at Plot No.219(P), Sector-IIC, Immon Kalyan Sarani, Bidhannagar, Durgapur, *hereinafter named TMH in acronym* and **represented by Mr. Ramesh Lall, Senior General Manager-HRD**, and hereinafter designated as **the First Party** which expression, *unless repugnant to the context*, shall mean and include its successors and assignees)

AND

- 2). **Dr B C Roy Engineering College, Durgapur represented by Dr. Pijush Pal Roy, Director** hereinafter named *BCREC in acronym* and called **the Second Party** (which expression shall mean and include its **Successors** and Assignees)

WHERE AS the Second Party is desirous to avail medical treatment from the first party for its members (*that includes bonafide Students, Staff and Faculty/Officials*) and the First Party has agreed to provide medical treatment to the members of the Second Party **at the College premises and during agreed College Hours."**

WHERE AS it is deemed necessary to reduce the terms and conditions mutually agreed upon in writing to avoid any misunderstanding in the future, the following points were discussed and were agreed upon:-

DEFINITIONS:

For the purposes of these terms and conditions:

- "Hospital/TMH" shall mean The Mission Hospital, Durgapur, including its successors and permitted assigns.
- "BCREC" shall mean Dr B C Roy Engineering College, Durgapur including its successors and permitted assigns.





TERMS AND CONDITIONS:

- A. TMH will send one Doctor every day (Monday to Saturday) for general health check up of Staffs and Students of BCREC. *The timing shall be mutually agreed upon.*
- B. TMH and BCREC will provide one – way conveyance respectively for transportation of the deputed Doctor from TMH (outbound) to BCREC and the return trip shall be provided by BCREC.
- C. BCREC will pay a sum of Rupees 50000/ (Fifty thousand only) every month to TMH as the service charge.
- D. *During end – Semester break/ College Holidays for longer duration, this arrangement shall remain suspended, and recommence when the College re – opens after Holidays/ end – Semester break.*
- E. *For transportation of patients (ailing students/staff/Faculty/Officers) requiring Hospital attention, TMH shall provide Ambulances on call.*

WITNESS

1. DERANJAN ACHARYA
Debarjan Acharya.
2. Srikanth Kumar Mula
Srikanth

Ramesh Lall
Sr.GM-HRD
The Mission Hospital
Ramesh Lall
Sr. General Manager-HR
The Mission Hospital
Durgapur, West Bengal

Director

Dr B C Roy Engineering College, Durgapur
Pijush Pal Roy
Director
Dr. B. C. Roy Engineering College
Durgapur

WITNESS

1. (Koushik Senapati)
Koushik Senapati
2. (Aloke Rahali)
Aloke Rahali





Dr. B. C. ROY ENGINEERING COLLEGE, DURGAPUR

(Approved by AICTE & Affiliated to MAKAU (WB))

CAMPUS : JEMUA ROAD, FULJHORE, DURGAPUR-713206 (WB), INDIA

☎ : (0343) 250-1353/4106/4121/2449, Fax : (0343) 250-4059 / 3424

E-mail : info@bcrec.ac.in • Website : www.bcrec.ac.in

MEMORANDUM OF UNDERSTANDING(MOU)

BETWEEN

Dr. B. C. Roy Engineering College, Durgapur

&

ARDENT COMPUTECH PVT LTD, West Bengal



Dr. B. C. ROY ENGINEERING COLLEGE, DURGAPUR

(Approved by AICTE & Affiliated to MAKAUT, WB)

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MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 16 day of November, Two Thousand Nineteen (16/11/2019),

BETWEEN

Dr. B. C. Roy Engineering College, Jemua Road, Fuljhore, Durgapur 713 206 in the District of West Burdwan, West Bengal, which is an affiliated Engineering and Technology College affiliated to The Maulana Abul Kalam Azad University of Technology (formerly West Bengal University of Technology) and Approved by The All India Council for Technical Education, New Delhi hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

Ardent Computech Pvt Ltd, Module No.132, Ground Floor, SDF Building, Sector V, Saltlake, Kolkata-700091; the Second Party, and represented herein by its **Director HR** (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as '**Parties**' and individually as '**Party**')



Dr. B. C. ROY ENGINEERING COLLEGE, DURGAPUR

(Approved by AICTE & Affiliated to MAKAUT, WB)

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E-mail : info@bcrc.ac.in • Website : www.bcrc.ac.in

WHEREAS:

- A) First Party is an Engineering College in the name and style of Dr. B. C. Roy Engineering College, Durgapur.
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.
- E) **Ardent Computech Pvt Ltd**, the Second Party is engaged in Skill Development, Education and R&D Services in the fields of ***Training on high end technologies for engineers***, and other related fields.
- F) **Ardent Computech Pvt Ltd**, the Second Party is promoted by Ardent Computech Pvt Ltd; Module No: 132, Ground Floor, SDF Building, Sector-V, Kolkata-700091. Under one umbrella ARDENT offers Project based learning in IT Engineering and Core Engineering. Internships are available in many trending technologies. Post Internship, the participants will get Training Certificate, Project Certificate from ARDENT. On successful completion the participants will get the opportunity to sit for Global Certification Exam for Microsoft Technology Associate, AutoDESK Certified User, Hewlett Packard Enterprise, etc.
- G) Ardent Computech Pvt Ltd has been associated with different engineering colleges pan India basis since last 17 years. It's main objective is to impart skill trainings on upcoming trending technologies for the engineers. Ardent actually helps the engineering students to be ready for the industry. Ardent



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Computech Pvt Ltd and having its branches at Saltlake ,Sector V, Saltlake Sector I, Jadavpur—Kolkata, Durgapur and Noida.

(H) The Second Party Ardent Computech Pvt. Ltd. hereby agrees and affirms that the Mentors listed in their proposal shall be exclusively detailed for the training assignments of the students, and shall desist from deploying any faculty who, in the opinion of the First Party are not adequately qualified for teaching assignments / mentorships.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1

CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for oneanother.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party shall also design effective training modules in keeping with contemporary trends.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is



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reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the

- 1.4 Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding **engineering /technology** students from this institution could play a key role in technological up-gradation, innovation and competitiveness of the industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working



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career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Training and Skill Development**.
- 2.6 **Skill Development Programs:** Second Party shall train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party shall extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein.



Dr. B. C. ROY ENGINEERING COLLEGE, DURGAPUR

(Approved by AICTE & Affiliated to MAKAUT, WB)

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- 2.10 There is no financial commitment on the part of Dr. B. C. Roy Engineering College, Durgapur - the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Ardent Computech Pvt Ltd**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Ardent Computech Pvt Ltd**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **Dr. B. C. Roy Engineering College, Durgapur** and **Ardent Computech Pvt Ltd** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other



Dr. B. C. ROY ENGINEERING COLLEGE, DURGAPUR

(Approved by AICTE & Affiliated to MAKAU I, WB)

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Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

5.2 NON- BINDING CLAUSE

Each Party shall be free to enter into any Agreements/Understanding with any other Party/Parties for their own gains/ functions that do not directly contravene with any of the Clauses of this MOU.

Dr. B. C. Roy Engineering College, Durgapur – The First Party shall be represented by The Director.

Ardent Computech Pvt Ltd – The Second Party – Shall be represented by the Director - HR

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Sub- Divisional Magistrate, Durgapur or the District Court at Asansol.**



Dr. B. C. ROY ENGINEERING COLLEGE, DURGAPUR

(Approved by AICTE & Affiliated to MAKAUT, WB)

CAMPUS : JEMUA ROAD, FULJHORE, DURGAPUR-713206 (W.B.), INDIA

☎ (0343) 250-1353/4106/4121/2449 Fax : (0343) 250-4059 / 3424

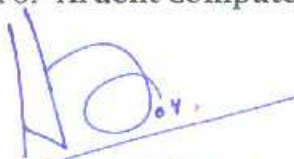
E-mail : info@bcrec.ac.in • Website : www.bcrec.ac.in

AGREED by Either Parties:

For Dr. B. C. Roy Engineering College, Durgapur


Pijush Pal Roy
DIRECTOR
Dr. B. C. Roy Engineering College
DURGAPUR

For Ardent Computech Pvt Ltd


Authorized Signatory
Pijush Pal Roy
DIRECTOR
Dr. B. C. Roy Engineering College
DURGAPUR

Indranil De Sarkar

ARDENT COMPUTECH PVT. LTD.
Indranil De Sarkar
Authorized Signatory Director

Dr. B. C. Roy Engineering College, Durgapur.	Ardent Computech Pvt Ltd
Address: Jemua Road, Fuljhore, Durgapur - 713 206	Module No-132, Ground Floor, SDF Building, Sector-V, Saltlake, Kolkata- 700091
Contact No. (0343) 250 4121	9674489000 / (033) 40073507
Reg Email Id director@bcrec.ac.in	indranil@ardentcollaborations.com
www.bcrec.ac.in	www.ardentcollaborations.com

Witness1:

C. Kora

Head
Dept. Computer Science & Engg.
Dr. B. C. Roy Engineering College
Durgapur

Witness3:

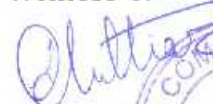

A. KAHALI
Head Administration
Dr. B. C. Roy Engg. College
Durgapur

Witness 2:

Praloy Majumdar



Witness 4:





MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Dr B C Roy Engineering College - Durgapur

AND

EdGate Technologies Pvt Limited

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the~~31st~~ day of August 2021 by and between.

Dr B C Roy Engineering College - Durgapur , the First Party represented herein by its Principal / Director / Head of Institution Dr B C Roy Engineering College - Durgapur, And EdGate Technologies Pvt Limited. The Second party, and represented herein by its Director Gurpreet Singh.

WHEREAS:

A) First Party is a Higher Educational Institution named: Dr B C Roy Engineering College – Durgapur.

B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.

D) EdGate Technologies Pvt Limited, - the Second Party is engaged in << Embedded Systems , IoT and Robotics.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1

CO-OPERATION

1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.

1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

CLAUSE 2

SCOPE OF THE MoU

2.1 Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.

2.2 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

2.3 Placement of trained students: second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.

2.4 There is no financial commitment on the part of the **Dr B C Roy Engineering College - Durgapur**, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.

2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

CLAUSE 3

VALIDITY

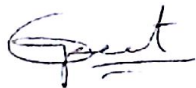
3.1 This Agreement will be valid for **3 years** until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

CLAUSE 4

RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.

First Party



M/s EdGate Technologies Pvt Ltd
Mr Gurpreet Singh
Director



Second Party



Principal
Dr. B. C. Roy Engineering College
DURGAPUR

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

College name

&

M/s EdGate Technologies Pvt Limited

FOR

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS, R&D SERVICES AND
RELATED SERVICES**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 26th day of – August – Two Thousand and twenty one (2021), by and between

College name, the first party represented herein by its Name of Competent Authority / Representative (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

M/s EdGate Technologies Pvt Limited and #479, HMT Layout, R.T.Nagar, the Second Party, and represented herein by its Mr Gurpreet Singh (Director), (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

First Party is a Higher Educational Institution named:
College name

First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.

Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

– M/s EdGate Technologies Pvt Limited – , the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of - name of trade and services under the industry concerned - - and related fields

– M/s EdGate Technologies Pvt Limited – , the Second Party is promoted by promoter name Group; Address and background of the Company.

Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH
IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:**

CLAUSE 1 CO-OPERATION

Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.

The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge. (Annexure 1)

Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.

Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein

Restrictions:

This MOU is largely focused with training program related to Institution.

Both parties could collaborate and submit joint proposals for research grants from funding agencies like VGST, DST, ISRO, DRDO etc.....

CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Name of Industry**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **Name of Industry**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

4.2 The MOU will be valid for Three Years from Date to Date and will be reviewed and revalidated mutually.

4.3 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

4.4 "Services" shall mean the obligations, duties and services to be provided by Parties under this Agreement as described in an attached Statement of Work in Annexure "A" which is attached hereto and made part of this Agreement.

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Bangalore City**.

AGREED:

For Name of Institution

For Name of Industry

Authorized Signatory

Authorized Signatory

Name of Institution	Name of Industry
Address	Address
Contact Details	Contact Details
E-mails	E-mails
Web	Web

Witness 1:

Witness 2:

Witness 3:

Witness 4:

ANNEXURE "A"

STATEMENT OF WORK

Technology:

- Ultra Low Power Design
- Real Time System Design
- Analog Design
- Wireless Connectivity and Internet of Thing (IoT)
- ARM Technology
- DSP Technology
- Mixed Signal Processor
- Analog System
- Robotics .

Online Internship Program (2 hours / day) desires to promote Employment Enhancement Training through interaction focusing on:

1. To provide customized (2 Weeks, 4 Weeks and 6 Weeks) Internship program / training to undergraduate students on latest technologies like Embedded Systems, IOT, Application, ARM Technology and IoT (Internet of Robotic Things) Analog System Robotics and latest technologies.
2. Above technologies are the most qualified and multidisciplinary skills which are in demand in IT industry and gives an edge with new dimension for the students to learn & make use of above technology that enhances their industrial skills for better employability
3. EdGate Technologies will issue the Internship certificates to the students who undertake the training in consultation with College Name as per its certification standards.

Commercials: ONLINE

Name of the Course	No. of Weeks	Suggested Students	Price per Students Including GST
Internship Program	2 Weeks	50 - 400	INR 1500 Per student
Internship Program	4 Weeks	50 - 400	INR 3000 Per student

Revenue sharing:

Name of the Course	No. of Day	Suggested Students	Revenue to be shared with college
Internship Program	2 Weeks	50 - 400	INR 200 per student
Internship Program	4 Weeks	50 - 400	INR 500 per student

Internship / Training/SDP/FDP Program @ College Campus (4 hours / day) desires to promote Employment Enhancement Training through interaction focusing on:

1. To provide the customized (1 Week ,2 Weeks, 4 Weeks) Internship program / training to undergraduate students on latest technologies like Embedded Systems, IOT, Application, ARM Technology and IoT (Internet of Robotic Things) Analog System Robotics and latest technologies.
2. Above technologies are the most qualified and multidisciplinary skills which are in demand in IT industry and gives an edge with new dimension for the students to learn & make use of above technology that enhances their industrial skills for better employability

3. EdGate Technologies will issue the Internship certificates to the students who undertake the training in consultation with College Name as per its certification standards.
4. College to provide accommodation to our engineer in good condition at their Guest House or Hotel Accommodation.
5. EdGate will bring necessary tools and software for the Training

Commercials: OFFLINE @ College Campus :

Name of the Course	No. of Day	Suggested Students	Price per Students Including GST
Internship Program	Two Week	30-50	INR 4000 Per student
Internship Program	Four week	30-50	INR 7000 Per student

Revenue sharing:

Name of the Course	No. of Day	Suggested Students	Revenue to be shared with college
Internship Program	Two Week	30-50	INR 500 per student
Internship Program	Four week	30-50	INR 1000 per student

Note : Payments should be collected and paid in advance by the college to EdGate.

Internship Program @ EdGate Technologies Pvt Ltd Campus (4 hours / day)desires to promote Employment Enhancement Training through interaction focusing on:

1. To provide the customized (15 Days ,One Month and Two Month)Internship program / training to undergraduate students on latest technologies like Embedded Systems, IOT, Application, ARM Technology and IoT (Internet of Robotic Things) Analog System Robotics and latest technologies.
2. Above technologies are the most qualified and multidisciplinary skills which are in demand in IT industry and gives an edge with new dimension for the students to learn & make use of above technology that enhances their industrial skills for better employability
3. EdGate Technologies will issue the Internship certificates to the students who undertake the training in consultation with College Name as per its certification standards.
4. EdGate will assist students with PG Details which they can book accordingly near to our office Campus .EdGate will not provide any accommodation.
5. EdGate will provide necessary hardware kits and software to students during the training

Commercials: Offline and Online (Hybrid Mode)

Name of the Course	No. of Day	Suggested Students	Price per Students Including GST
Internship Program	Two Week	50 - 60	INR 3000 Per student
Internship Program	Four week	50 - 60	INR 4500 Per student

Revenue sharing:

Name of the Course	No. of Day	Suggested Students	Revenue to be shared with college
Internship Program	Two Week	50 - 60	INR 200 per student
Internship Program	Four week	50 - 60	INR 500 per student

Note : Payments should be collected and paid in advance by the college to EdGate.

Agreed:

For Name of Institution

For Name of Industry

Authorized Signatory

Authorized Signatory



Dr. B. C. ROY ENGINEERING COLLEGE, DURGAPUR

(Approved by AICTE & Affiliated to WBUT)

CAMPUS : JEMUA ROAD, FULJHORE, DURGAPUR-713206 (W.B.), INDIA

☎ : (0343) 250-1353/4106/4121/2449, Fax : (0343) 250-4059 / 3424

E-mail : dgp_bcrc@sancharnet.in, Website : www.bcrc.org

Memorandum of Understanding

Analog Teaching Lab Setup at Department, Dr. B.C. Roy Engineering College, Durgapur

This memorandum of understanding is signed on the 22nd Sep Tuesday of, 2015, between the following institutions:

- a. M/s Ed Gate Technologies Pvt Limited which is the University Program Partner of Texas Instruments, India
- b. **Dr. B.C. Roy Engineering College, Durgapur.**

This Memorandum of Understanding is proposed in order to establish a teaching lab facility using Analog Kits at **Dr. B.C. Roy Engineering College, Durgapur.**

Through this Memorandum of Agreement, the two parties agree to the following.

- (a) A **steering committee** will be set up to monitor the activities of the MoU. The committee will consist of the **Gurpreet Singh Manager TI India University Program** of M/s EdGate Technologies Pvt Limited and the **Prof. (Dr.) Chandan Kumar Ghosh, Associate Professor of Electronics & Communication Engineering Department of Dr. B.C. Roy Engineering College, Durgapur.** With mutual consent, the steering committee can be expanded to include more members from the two institutions. The steering committee will be the supreme body as far the implementation of the activities of the MoU, the continuation of the MoU, and termination of the MoU are concerned.
- (b) **Lab Setup:** The College will utilize there existing lab to setup "Texas Instruments Lab". **EdGate Technologies Pvt Limited** agrees to donate **ASLK PRO KIT- 6 Numbers** to college under TI University Program to setup Texas Instruments ASLK PRO Lab **EdGate Technologies Pvt Limited** working with TI India will also provide the branding ,Material to setup the lab .e.g. posters and name plates .The college will be responsible for purchasing any other equipment's required to setting up the lab and for maintenance of the lab. **EdGate Technologies Pvt Limited** agrees to set up the lab and provide the necessary initial training and learning materials to begin with utilization of Lab.



Dr. B. C. ROY ENGINEERING COLLEGE, DURGAPUR

(Approved by AICTE & Affiliated to WBUT)

CAMPUS : JEMUA ROAD, FULJHORE, DURGAPUR-713206 (WB), INDIA
☎ : (0343) 250-1353/4106/4121/2449, Fax : (0343) 250-4059 / 3424
E-mail : dgp_brec@sancharnet.in, Website : www.brec.org

- (c) **Curriculum:** The College will explore ways to introduce a lab based courses using Texas Instruments TI Platforms in their undergraduate /post graduate engineering curriculum.
- (d) **Faculty Development Program:** Under University Program **EdGate Technologies and TI** will organize at least one faculty development program at the premises of the college to help the faculty members in teaching __Analog Kit __ using _ASLK PRO kit . The college will provide the infrastructure and other facilities to conduct event successfully.
- (e) **Workshops/Events:** If the College wishes to organize a national event in the area of TI Platform, EdGate Technologies Pvt. limited /TI will provide speakers.
- (f) **Publicity through Media :** The college does not publicize the event to other external communication about the MOU in electronic or print media without explicit permission from **EdGate Technologies Pvt Limited /Texas Instruments .**In case the college /University wants to do so .a prior approval from **Texas Instruments and EdGate Technologies Pvt Limited** is required

Authorized Signatories:

Authorized Signatory from the Institution:

Principal
Dr. B. C. Roy Engineering College
DURGAPUR

Authorized Signatory from your Company:





Capgemini Technology Services India Limited
(Formerly known as IGATE Global Solutions Limited)
Candor Tech Space IT/ITES SEZ, Tower A1-2nd Floor,
Tower A2-1 & 2nd Floor, Tower A3-1st to 4th Floor,
Action Area -1D, Block-DH, Newtown, Rajarhat,
North 24 Parganas, Kolkata - 700156, West Bengal, India.
Tel: + 91 33 6621 5000 | Fax: + 91 33 6621 5032
www.capgemini.com/in-en

Memorandum of Understanding (MOU)

This MEMORANDUM OF UNDERSTANDING (MOU) is entered on 13.04.2022 by and between:

- I. **Capgemini Technology Services India Limited**, a company incorporated under the Companies Act, 1956 with its office at Plot No. 14, Rajiv Gandhi Infotech Park, Hinjewadi Phase-III, MIDC-SEZ, Village Man, Taluka Mulshi, Pune – 411057 Maharashtra (hereinafter referred to as “CAPGEMINI” which expression shall unless excluded by or repugnant to the context, be deemed to mean and include its successors-in-interest, assigns and affiliates,

AND

- II. **Dr. B. C. Roy Engineering College**, located at Jemua Road, Fuljhore, Durgapur-713206 West Bengal Hereinafter referred to as the “BCREC” which expression shall unless excluded by or repugnant to the context, be deemed to mean and include its successors-in-interest, assigns and affiliates).

CAPGEMINI and BCREC are also referred to as the “Parties” in the collective and as the “Party” in the singular.

1. This MOU between CAPGEMINI and BCREC is executed with the objective of fostering collaboration between the two institutions to promote industrial and academic interaction to help enhance the pool of student talent (“Collaboration”). The collaboration hereunder shall commence on 13/4/2022 and will be valid for 2 years from the date of commencement. The educational programs conducted under this Collaboration will offer an opportunity: (Refer Annexure I)
2. Either party shall make available appropriate infrastructure facilities for the collaboration, which may include general access to the facilities, faculty, staff, teaching content, classrooms, library facilities, computer and communication facilities, stationery and other materials as may be required for the various programs to be offered. This shall however be subject to the requirements of clause 7 and 8 below.
3. This Collaboration is non-exclusive and each party shall be free to enter into similar collaborations with other institutions/organizations.
4. Institution agrees to unconditionally grant CAPGEMINI a preferential status for recruiting its students from the campus
5. The parties to this collaboration, unless expressly stated in any subsequent written agreement, shall have no obligation to compensate the other in any manner. Each party shall bear their respective expenses incurred under this Collaboration.



Capgemini Technology Services India Limited

(Formerly known as IGATE Global Solutions Limited)

Candor Tech Space IT/ITES SEZ, Tower A1-2nd Floor,
Tower A2-1 & 2nd Floor, Tower A3-1st to 4th Floor,
Action Area -1D, Block-DH, Newtown, Rajarhat,
North 24 Parganas, Kolkata - 700156, West Bengal, India.
Tel: + 91 33 6621 5000 | Fax: + 91 33 6621 5032
www.capgemini.com/in-en

6. Neither party shall:

- a) Infringe the intellectual property belonging to the other party.
- b) Use any trade name, trade mark, symbol or designation belonging to the other without prior written approval of the other party.
- c) Be or represent itself as a representative of the other.
- d) Create any liability for the other.

The parties shall keep the other indemnified against the breach of this clause.

7. Confidential Information shall mean all proprietary information or data furnished by either Party and/or its affiliates before or after the effective date hereof, whether written or oral which includes but is not limited to Parties trade secrets, processes, devices, designs, concepts, improvements, know-how, algorithms, models, inventions (whether or not patentable or copyrighted), developments, decision technology, specifications, techniques, sketches, works of authorship, applications processes, strategies, designs, photographs, profile of its subsidiaries, branches or details of shareholding, financials, projections, track record, profile of product, any data or information regarding either Parties employees, prospective employees, business objective / criteria, employee lists, employee profiles, employee information, and other documentation relating to past, present or future business activities and services, which is disclosed by the party within thirty (30) days of the disclosure and which was designated as 'Confidential' or with a similar legend at the time of disclosure.

Both Parties agrees and confirms that it shall not use, share, and reveal any Confidential Information provided by either Parties for any purpose other than for rendering services under this MoU and provide it only on a need to know basis to its Personnel (including subcontractors wherever applicable) for provision of Services under this MoU with prior written permission from the other Party. The Parties will ensure that all Personnel assigned to provide the Services under this MoU have signed appropriate confidential and non- disclosure agreement (NDA) (with terms no less onerous than terms appearing in this MoU) to ensure either Parties Confidential Information disclosed under this MoU is protected from unauthorized use and disclosure. Both Parties hereby assumes full liability for the actions of its Personnel who have access to the Confidential Information provided by each other and agrees that it shall be liable for all such actions as though those actions where the actions of the other.

Save as permitted in clause above:

- either Party shall not mention or otherwise use the name or trademark of each other or its affiliates in any publication, press release, promotional material or other form of publicity without the prior written consent of the appropriate individual designated for the purpose by concern Party;



Capgemini Technology Services India Limited
(Formerly known as IGATE Global Solutions Limited)
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Tower A2-1 & 2nd Floor, Tower A3-1st to 4th Floor,
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- the receiving Party shall take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to ensure against any unauthorized disclosure thereof;
- promptly inform the other of any potential or accidental disclosure of the Confidential Information and take all steps, together with the aggrieved Party, to retrieve and protect the said Confidential Information;
- use the Confidential Information only for the purpose for which it was provided and not profit from the same in any unauthorized manner to the exclusion of the disclosing Party.

Both Parties acknowledges that in the event of any breach or threatened breach of this clause by either Party or its Personnel, monetary damages may not be an adequate remedy, and therefore, the Parties shall be entitled to injunctive relief to restrain the other or its Personnel from any such breach, actual or threatened.

8. Either Party shall not be liable for any indirect, exemplary, special, punitive, consequential or incidental losses, damages, claims, liabilities, charges, costs, expenses or injuries (including, without limitation, loss of use, data, revenue, profits, business and for any claims of customers of other Party or other third parties claiming through such other Party) that may arise out of or be caused in connection with or result from this MoU or any other obligations undertaken under the terms of this MoU.
9. The Institution agrees to ensure that all personnel from the Institution (including students) abide by the applicable CAPGEMINI policies when working on CAPGEMINI premises with regard to Collaboration. The Institution agrees to keep CAPGEMINI fully indemnified against any unlawful activity or breach of instructions from CAPGEMINI by any personnel (including students) admitted to the Collaboration hereunder, including acts of hacking.
10. All or any dispute arising between the parties in respect of this MoU of whatsoever nature shall be resolved under the laws of India and any or all such disputes will be subject to the exclusive jurisdiction of the courts in Mumbai/Kolkata, India.
11. This MoU is not intended to create any relationship in the nature of franchise, joint venture, or agency between the Parties. Neither Party shall act in a manner that expresses or implies a relationship other than that of independent contractors, nor bind the other Party. Either Party or any of its employees/ personnel shall not, under any circumstances, be deemed to have any employer-employee relationship with the other Party.
12. This MoU has been signed in duplicate, each of which shall be deemed to be an original.

IN WITNESSES WHEREOF the parties have signed this MoU on this date, month and year first above written:



Capgemini Technology Services India Limited
(Formerly known as IGATE Global Solutions Limited)
Candor Tech Space IT/ITES SEZ, Tower A1-2nd Floor,
Tower A2-1 & 2nd Floor, Tower A3-1st to 4th Floor,
Action Area -1D, Block-DH, Newtown, Rajarhat,
North 24 Parganas, Kolkata - 700156, West Bengal, India.
Tel: + 91 33 6621 5000 | Fax: + 91 33 6621 5032
www.capgemini.com/in-en

Annexure I

Work Place Services

Commitments from Capgemini:

- Ice breaker session and fun activity
- Orient Faculty members on Cloud Infra Services opportunities and career path
- Plan for two days faculty development program once in a year on Cloud Infra technology road map and developmental skills
- Conduct orientation session for students on Cloud Infra and career opportunities
- Subject matter experts of Capgemini would interact with students once in a month at minimum to create interest on Cloud Infra skills
- Provide project ideas and remotely mentor students to execute projects in College Campus
- Conduct awareness sessions and optionally run mock tests to help students prepare for placement
- Provide assistance and feedback for the CIS course curriculum and suggest enhancements
- Provide internship opportunities to qualified students trained in the last semester
- Train the trainer and utilize the services for pre-training activities of recruited students in the campus itself, after confirmation and agreement on the standards.
- Guest lectures on technical and life skills
- Create month on month schedule
- Deliver minimum of 2 guest lectures on leading technologies or mutually agreed topics subject to expert's availability
- Conduct workshops to make students embrace new technologies or methodologies
- Provide opportunity for BCREC's Students and Faculties to participate in Capgemini's TechFiesta
- Capgemini Tour for Final Selects (max 30) and Happy Hour for Final Selects (Connect with Senior Leaders, HR)
- Capgemini to provide pre joining learning opportunities (e.g. ADAPT) to Campus selects
- Capgemini to provide Exhibition/Project Expo Panelists (min 2)
- Capgemini can get help of the teaching faculties of BCREC for contributing to the professional activities based on expertise and experience in the respective field.

Commitments from BCREC

- Closely work with Capgemini Relationship Sponsor to agree on Engagement Charter.
- Finalise and agree on dates, topics, time slots for Guest Lecture, Faculty Development Program and other activities.



Capgemini Technology Services India Limited

(Formerly known as IGATE Global Solutions Limited)

Candor Tech Space IT/ITES SEZ, Tower A1-2nd Floor,
Tower A2-1 & 2nd Floor, Tower A3-1st to 4th Floor,
Action Area -1D,Block-DH, Newtown, Rajarhat,
North 24 Parganas, Kolkata - 700156, West Bengal, India.
Tel: + 91 33 6621 5000 | Fax: + 91 33 6621 5032
www.capgemini.com/in-en

- Invest/Upgrade in WPS labs as needed
- The Physical infrastructure of WPS Academy will be maintained and managed by BCREC.
- Encourage students to actively participate in all engagement activities and provide necessary support
- Invite Capgemini representatives to participate in BCREC's TechFest
- Include Capgemini representatives on the Advisory board/Committee to give inputs on Curriculum and the CoE roadmap.
- Support during Campus drives and provide preferential hiring slot to have access to 90% of campus pool
- Provide extensive support to launch new initiatives
- Invest, Train and develop BCREC's faculty on WPS technologies / process.



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North 24 Parganas, Kolkata - 700156, West Bengal, India.
Tel: + 91 33 6621 5000 | Fax: + 91 33 6621 5032
www.capgemini.com/in-en

Accepted for and on behalf of **Capgemini
Technology Services India Limited**

Signed: _____

Name: DAVID SALDANHA

Position: VICE PRESIDENT

Date: 13/04/2022

Accepted for and on behalf of **Dr. B. C. Roy
Engineering College**

Signed: _____

Name: SANJAY S. PAWAR

Position: PRINCIPAL

Date: 13/04/2022

MEMORANDUM OF UNDERSTANDING

Between

DR. B.C ROY ENGINEERING COLLEGE-DURGAPUR



And

VITTI RESEARCH FOUNDATION

(A Non-Profit Section-8 Company)



Regd. under U/S Section 12A & 80G Income Tax Act
Accelerating AI Research & Implementation

AGREEMENT

FOR

JOINT COLLABORATION IN ESTABLISHING

Dr. B.C Roy Engineering College Innovation Hub (BRAIN)

FOR

RESEARCH & DEVELOPMENT, PROJECTS, CONSULTANCY, TRAINING & EDUCATION



[Signature]
30/03/2022

[Signature]
30/03/22
VITTI FOUNDATION

MEMORANDUM OF UNDERSTANDING

BETWEEN

DR. B.C ROY ENGINEERING COLLEGE

AND

VITTI RESEARCH FOUNDATION

Whereas, **Vitti Research Foundation**, a non-profit Section-8 company, has a focus to promote Artificial Intelligence & Robotics through Research, Training & Education, Consultancy, Projects & Products as well as Incubating & Mentoring Start-ups, having its registered office at 8/3 2nd floor, Abdul Aziz Road, W.E.A., Karol Bagh, Delhi-110005 and hereinafter unless the context otherwise requires be referred to as **Vitti**.

Whereas, **Dr. B.C Roy Engineering College** has been a pioneer in introducing academic and research programs in Management and also has been the hub of interdisciplinary and transactional research with a potential for technology transfer and commercialization of the innovative research products and hereinafter unless the context otherwise requires be referred to as **BCREC**.

WHEREAS, both BCREC and Vitti,
now

- § Recognizing the importance of growing need of Artificial Intelligence, Robotics & Emerging and Foundational Technologies in every aspect of life, have teamed up for undertaking Industry & Govt. projects, Consultancy, Training & Education, Research and Development in the areas of AI/ Machine Learning, Data Analytics, IOT, Blockchain, AR/VR/MR etc.
- § Appreciating the need for creation of large reservoir of highly qualified manpower in AI, Emerging & Foundational Technology space especially in areas such as Fintech, Media & Communication, Management, and Education etc.
- § Desiring to club their efforts by pooling their expertise and resources.

BCREC Intend to form an Special Purpose Vehicle (SPV), a Section-8 Company with Vitti having 30% stake to be named as BRAIN (BCREC AIEFT Innovation Hub) and working as nucleus for furthering Consultancy, Trainings & Education, Culture of promoting Research & Innovation, Technology Development, Delivery of Products & Projects along-with Incubating & Mentoring Start-ups.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both BCREC and Vitti hereby acknowledge and agree to sign a Memorandum of Understanding (MOU).



[Signature]
123/2022

[Signature]
VITTI RESEARCH FOUNDATION

ARTICLE-I: SCOPE OF THE MOU

The AI Innovation Hub is being set up with both short term and long-term objectives. This Innovation Hub will be named as **BRAIN** (BCREC AIEFT Innovation Hub).

- Set up a platform for research in Artificial Intelligence, AR, VR, MR, IOT, Blockchain etc.
- To create innovative application platform & domain capabilities across verticals for Digital India needs such as Fintech, Management, Media & Communication, Education, Environment, Smart City, Health & Life Science, and Agriculture among others.
- To provide an ecosystem for innovation to thrive and embrace entrepreneurship.
- Build Industry capable talent, startup community and entrepreneurial ecosystem for AI /ML and other associated cutting-edge technologies.
- Set up collaboration of Academia with Industry & Government to rework the technology back-ends to ensure smooth transition to next Industry Revolution (4.0).
- Provide support for all aspects of data analytics including support for analysis of large datasets and applications of artificial intelligence (machine learning) to all areas of research.
- In the long term, the education system, industry and policy makers adopt Artificial Intelligence and Emerging Technologies as a practice for betterment of society.
- Start-up support, Incubation specifically for AI technologies & industry event organization
- IPR Life Cycle Management including its commercialization supports
- The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

VITTI RESEARCH FOUNDATION:

- Help design a premier systems laboratory for R&D in Artificial Intelligence and align with immersive AR, VR, and MR research. For establishing the BRAIN (BCREC AIEFT Innovation Hub), a Detailed Project Report (DPR) will be required which will cover the following:
 - Structure of the AIEFT Innovation Hub (SAIN)
 - Hardware & Software requirements
 - Administrative and Technical staff requirements
 - Industry Connects
 - Revenue streams
- Take up Industry event organization. Vitti will take up effort to not only market AIEFT focused Industry event at BCREC will also support proper & detailed planning in terms of creating the awareness about the event using digital marketing, contacting Industry for arranging the speakers, to inviting the industry leaders for presentations, discussions etc. but also arranging seminar, talks, workshop, hackathon etc..
- Bring Industry problems and solve using AI research & implementation- domain focus (Production, Management practices, Education, Fintech, Environment, and Health & Life Science etc.)
- Support & Mentor start-ups and provide them Industry alignment
- Support IP evaluation, protection, market insight, prototype, negotiation till product development and license exploitation
- Amalgamate associated technology set e.g. 5G, Neurosciences, BCI, Mixed Reality to AI world and endeavor to help industry solve some of the real-world problems and deliver horizontal/vertical POCs & enterprise applications



[Signature]
30/03/2022

[Signature]
VITTI
FOUNDATION

- Align with government, industry, premier academic institutions & research foundations globally to develop & deliver research-oriented Autonomous vehicle, AI & robotics implementations.
- Leverage Vitti's other COEs being established with premier institutions, universities and industry for project delivery, mentoring, training etc.
- Create a research hub focused on the fundamental AI problem sets and will endeavor to publish papers and generate Intellectual Property (IPs) in partnership with academia.
- Will be responsible of front ending through its AI Innovation Hub, operationalizing the Hub, conducting the daily operations, and ensuring the success of the AIEFT Innovation Hub.
- Provide world-class AI research base for master's & PhDs initiatives in conjunction with top Global Universities & Scholars.
- Work with University to create publication to promote safe AI with contributions from global best practices and works.
- Every internship program would be paid and the cost shall be decided by Vitti & BCREC jointly.
- Support design, delivery, and certification of courses on AI & Emerging Technologies

Dr. B.C Roy Engineering College:

- Provide human resources and physical resources on sharing basis to supports the activities of Hub, for project development, delivery, and content design, writing & retooling/reskilling of professionals, launch new courses on AI & Emerging Technologies.
- BCREC and Vitti will work together for obtaining International & Govt. grants, CSR funding, Industry projects, Research & Development, Proof of Concepts etc.
- BCREC will support for project consultancy, development & delivery.
- The Hub will work towards fostering research and education along with Government and Industry to bring in the following gains in this domain
- Build Artificial Intelligence & Data Analytics practice from the BCREC campus and bring research to the Hub.
- Bring Government funded projects to add to the Digital India and related projects and going forward deliver and monetize these projects.
- Build technology platform and create IPR for monetizing as well as putting to open cloud for more research and growth.
- Get Industry funding for immersive AR, VR, MR research and build assets.
- Establish AIEFT Innovation Hub to contribute in project delivery, R&D and creating 2D, 3D content

ARTICLE-III: EFFECTIVE DATE AND DURATION OF MOU

- This MOU shall be effective from the date of its approval by competent authorities at both ends. The duration of the MOU shall be for a period of 5 years from the effective date.
- During its tenancy, the MOU may be extended or terminated by a prior notice of not less than 3 months by either party. However, termination of the MOU will not in any manner affect the on-going projects or trainings being undertaken at that point of time under the MOU.
- Any clause or article of the MOU may be modified or amended by mutual agreement of Vitti and BCREC.

ARTICLE-IV: IPR

- Rights regarding publications, patents, royalty, ownership of product, design, process, code-base etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.



[Signature]
30/03/2022

[Signature]
VITTI
FOUNDATION

ARTICLE-V: CONFIDENTIALITY

- During the tenure of the MOU both BCREC and Vitti will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.
- Both BCREC and Vitti shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or projects.
- Further both BCREC and Vitti shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.
- CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to parties collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.
- However confidential information shall not include any data or information which:
 - Is or become publicly available through no fault of the receiving party
 - Is already in the rightful possession of the receiving party prior to its receipt of such data or information.
 - Is independently developed by the receiving party without reference to the confidential information of the disclosing party
 - Is rightfully obtained by the receiving party from a third party or is in the public domain.
 - Is disclosed with the written consent of the party whose information it is, or
 - Is disclosed pursuant to court order or other legal compulsion, after providing prior notice to The disclosing party

ARTICLE-VI: AMENDMENTS

Any amendment add /or addenda to the AGREEMENT shall be in writing and signed by the PARTIES Here to and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

ARTICLE-VII: RESOLUTION OF DISPUTES

- This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Delhi/Kolkata.
- The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of THE ARBITRATION AND CONCILIATION (AMENDMENT) ACT, 2015. The venue of arbitration shall be Delhi/Kolkata and Language of arbitration shall be English



[Signature]
36/03/2022

[Signature]
VITTI
FOUNDATION

ARTICLE-IX: MISCELLANEOUS

- The headings and subheadings are inserted for convenience only and shall not affect the construction of this Agreement.
- Both BCREC and Vitti shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. The rights, remedies, power and remedies, powers and privileges provided by law.
- After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

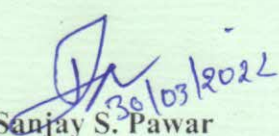
ARTICLE-X: COORDINATORSHIP(s)

- The following members from BCREC and Vitti will coordinate the activities of BRAIN (BCREC AIEFT Innovation Hub).

ARTICLE – XI: COMMERCIAL TERMS

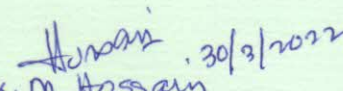
- For every training, project work, consultancy, research work, lab establishment, initiative etc. a detailed statement of work (SOW) will be developed highlighting roles and responsibilities along with Commercials and schedule.
- All the efforts (e.g. preparing the Detailed Project Report, Bill of Material, Conducting the Industry Event and operating the AI Innovation Hub) and resources provided for operationalization of BRAIN or projects will be charged. In addition any other expenses in terms of personnel travel & stay will also be charged on actuals by Vitti.

Dr. B.C Roy Engineering College

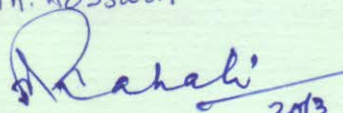

Dr. Sanjay S. Pawar
Principal

Witness:

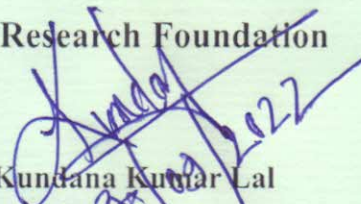
1. Name


K. M. Hossain 30/3/2022

2. Name


Arone Khatari 30/3/22

Vitti Research Foundation

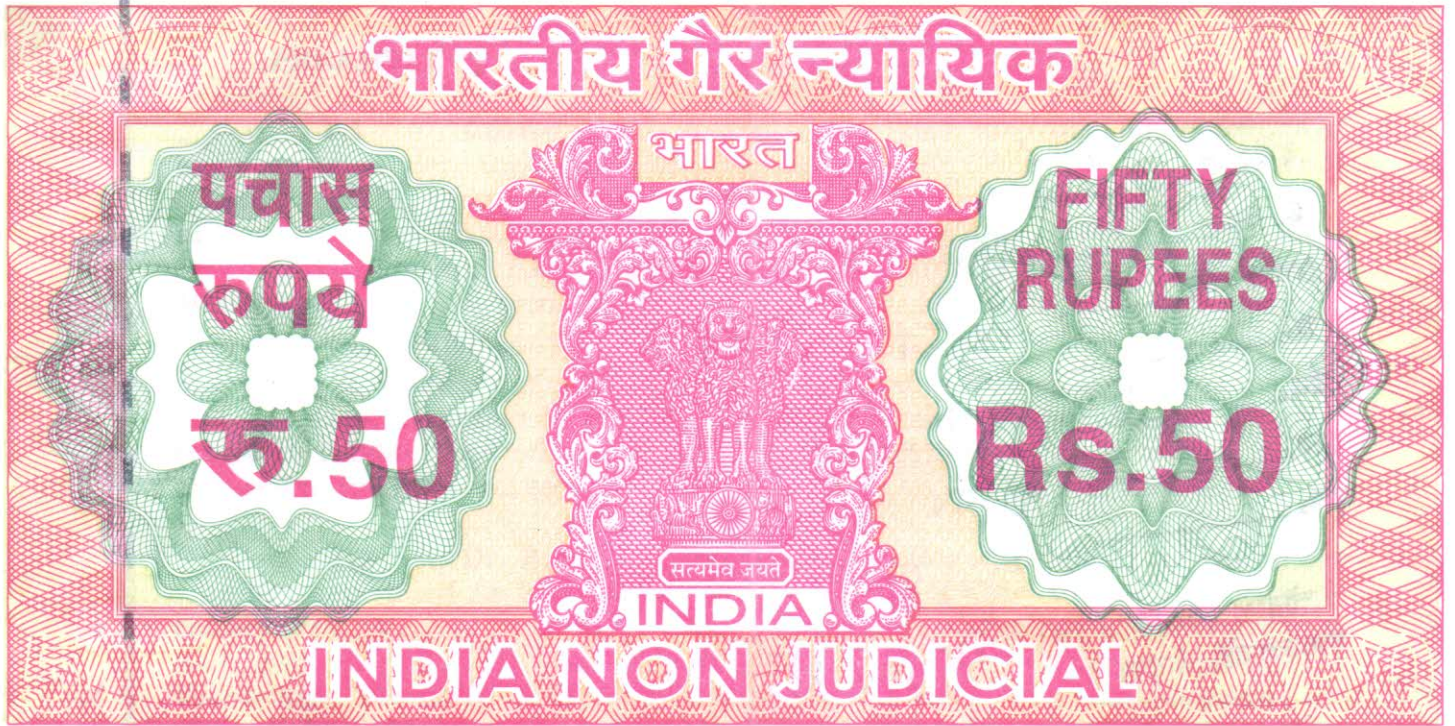

Kundana Kumar Lal
President

Witness:

1. Name

2. Name





পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AC 575075

THE MEMORANDUM OF UNDERSTANDING

THIS Memorandum Of Understanding is made on 18th day of December, 2021 at Durgapur

Between

COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, a Society registered under the Societies Registration Act XXI of 1860 and having its Registered Office at Anusandhan Bhawan, 2, Rafi Ahmed Kidwai Marg, New Delhi - 110 001 (hereinafter called '**CSIR**' which expression shall include its successors-in-interest and assigns) of the one part;

AND

Dr. B.C. Roy Engineering College, located at **Durgapur**, India and having its campus at **Fuljhor, Jemua Road, Durgapur Pin-713206** (hereinafter called '**BCREC**' which expression shall unless repugnant to the context includes its successors and assigns, of the second part;

However for any reference on execution of this agreement on behalf of the **CSIR** on all developmental matters, **CSIR-Central Mechanical Engineering Research Institute**, a constituent laboratory under **CSIR** having its office at Mahatma Gandhi Avenue, Durgapur-713 209 (hereinafter called '**CSIR-CMERI**') may be referred in the first instance.



1. PREAMBLE

1.1 CSIR-CMERI is the apex R&D institute for mechanical engineering under the aegis of the Council of Scientific and Industrial Research (CSIR). Being the only national level research institute in this field, having expertise in Advanced Design And Analysis, Aero-systems, Industrial Research & Services, Farm Machinery, Business Innovation and Skills, Design Management and System Engineering, Energy Research and Technology, Environmental Engineering, Foundry, Information Technology, Materials Processing & Microsystems, Robotics and Automation and Surface Engineering and Tribology, Condition Monitoring, Residual Life Assessment with proven track record in product and process development for engineering applications, is also engaged in the high end technology areas.

1.2 Dr. B. C. Roy Engineering College, Durgapur, has been set - up by a registered Society named after the legendary Chief Minister of partition-ridden West Bengal, Dr. Bidhan Chandra Roy. The industrial city of Durgapur had, and still has, a State - run Engineering College - National Institute of Technology (formerly Regional Engineering College), but the demand for engineering education far outstripped supply. Emboldened by the policy directions of the State and Central Government to widen the scale of engineering education, the Society, in 2000 embarked on the dream project of extending engineering education at Dr. B. C. Roy Engineering College with four disciplines - Computer Science and Engineering, Information Technology, Electrical Engineering and Electronics and Communication Engineering at the under - graduate level with sixty seats intake in each discipline, after gaining approval from All India Council for Technical Education, New Delhi and affiliation from the University of Burdwan. In the year 2001, the affiliation was transferred to West Bengal University of Technology, now renamed as Maulana Abul Kalam Azad University of Technology.

This Engineering College gradually enlarged the ambit and added three more undergraduate engineering disciplines - Applied Electronics and Instrumentation Engineering in 2001, Mechanical Engineering in 2003 and Civil Engineering in 2009. Also introduced were Masters level courses in Management and Computer Applications in the years 2004 and 2005.

Likewise, Masters degree courses in Electrical Engineering in 2007, Electronics and Communication Engineering in 2007, Computer Science and Engineering in 2009, were introduced, and in 2012, the M. Tech programme in Mechanical Engineering was introduced at the College.

In 2021 two undergraduate degree programmes in Artificial Intelligence and Machine Learning, and Computer Science and Design have been introduced. These courses of study are in contemporary and emerging areas of Science and Technology, and have gained recognition and popularity amongst learners.

The College received National Board of Accreditation for three under graduate disciplines in 2008 - Computer Science and Engineering, Electrical Engineering and Electronics and Communication Engineering. Presently two undergraduate programmes are **NBA Accredited**, and two more - Mechanical Engineering and Information Technology are awaiting accreditation since 2019.

Two other programmes - Electrical Engineering and the Masters degree programme in Management have also submitted documents relating to the accreditation process, and hopefully the much awaited inspection by the NBA Authorities shall not be too far away.



To promote great learning opportunity for the students who would be able to gain first-hand knowledge in the applied fields of Embedded System, Electrical Drives, Solar and Renewable energy, Mechanical, Robotics, Micro-Manufacturing, Patent filling and to also extend the knowledge- base utilizing the expertise and infrastructure of **CSIR-CMERI** as a part of the **CSIR** Integrated Skill Initiative, the two institutions, i.e. **CSIR-CMERI** and **BCREC** agree to the following broad terms of co-operation.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE INSTITUTIONS HERETO AS FOLLOWS:

2.0 SCOPES OF MoU

2.1 Both the Institutions will support each other's endeavors in delivery of industry-ready skilled youth force through the following, though not limited to:

- a. Hands-on skill promotion to 100 no. of students per year on mutually agreed date(s), jointly organizing skill development programmes and events such as seminars, workshop, and conferences.
- b. Exchange of information for effective conduct of need based skill development programmes in response to students' requirements.
- c. Both the Institute shall collaborate with each other in various common interest research problems.
- d. Enable Faculty members to submit research proposal jointly with the CSIR-CMERI Scientist(s) to various Govt. bodies (DST, DBT, AICTE, MSME) and Private Organization in their common interest. IP generated from these research works will be shared mutually.

2.2 Both Institutions acknowledge and understand that all financial arrangements in respect of Students' training programmes would be borne by the students (training fee = Rs. (X) / student (depends on Online and offline training course) and deposited by the college to bank account of CSIR-CMERI prior to each training program. The related Bank Account number shall be shared by CSIR-CMERI.



2.3 No Institution shall have the right to use the name or logo of another Institution without the prior approval of that Institution in writing.

2.4 The terms of this MoU may be modified / amended at any time subject to mutually consent, in writing. Such modifications/changes shall be effective from the date on which both the Institutions execute them in writing.

3.0 RESPONSIBILITIES OF BOTH THE INSTITUTIONS

3.1 **CSIR-CMERI** shall conduct the skill development programmes at **CSIR-CMERI** premises and shall also make available the necessary infrastructure and facilities for accomplishing the above laid down objectives.

3.2 **BCREC** shall depute batches (**100 students/year**) of UG students for undergoing training at **CSIR-CMERI** at mutually identified time periods throughout the year.

3.3 **BCREC** shall also pay the training fees to **CSIR-CMERI** prior to the commencement of each training programme.

3.4 **BCREC** shall also ensure observance of disciplined behaviour within the **CMERI** Campus by the deputed student batches and shall financially compensate for any damage to machine and property, if any, incurred during the training.

3.5 **Students'** accommodation, if required, during their period of training at **CSIR-CMERI** shall be provided by **BCREC** and **CMERI** shall extend the canteen facilities to the students on self-payment basis.

4.0 VALIDITY

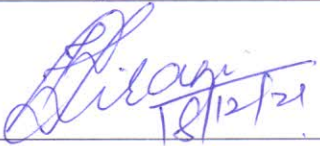


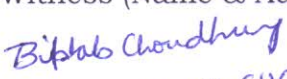
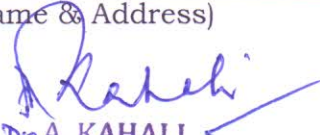
This MoU shall be in full force and effect from the date of signature hereof for a **period of 3 (three) years**. Either organization may terminate this MoU at any time by giving six months notice in writing to the other. In the event of termination, programmes under way shall be allowed to be completed according to the terms that have been agreed upon.

5.0 ARBITRATION AND JURISDICTION

1. In the event of any question/dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitration to adjudicate the dispute.
2. The award for the Arbitrators shall be final and binding on the parties. The Arbitrators may give interim award(s) and / or directions, as may be required.
3. Subject to the aforesaid provision, the arbitration and conciliation act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceeding under this clause.



IN WITNESS WHEREOF the parties have caused this MoU to be executed by their duly authorized officers on the respective dates and at the respective places hereinafter set forth.

Signed for and on behalf of CSIR (CSIR-Central Mechanical Engineering Research Institute)	Signed for and on behalf of Dr. B. C. Roy Engineering College
	
Seal: प्रो. (डॉ) हरीश हिरानी / Prof. (Dr.) Harish Hirani निदेशक / Director सी एस आई आर-केंद्रीय यांत्रिक अभियांत्रिकी अनुसंधान संस्थान CSIR-Central Mechanical Engineering Research Institute दुर्गापुर-७१३२०९ / Durgapur-713209, भारत / India	Seal: Dr. SANJAY S. PAWAR Principal Dr. B. C. Roy Engineering College DURGAPUR
Date: 18/12/2021	Date: 18/12/2021
Signed at: DURGAPUR	Signed at: DURGAPUR
1. Witness (Name & Address) डॉ अंजली चैटर्जी / DR. ANJALI CHATTERJEE मुख्य वैज्ञानिक व प्रमुख Chief Scientist & Head व्यवसाय नवाचार एवं कौशल विभाग/Business Innovation and Skills सी एस आई आर केंद्रीय यांत्रिक अभियांत्रिकी अनुसंधान संस्थान CSIR-Central Mechanical Engineering Research Institute दुर्गापुर-९ / Durgapur-9, पश्चिम बंगाल / West Bengal	1. Witness (Name & Address)  -Dr. K. M. HOSSAIN Vice-Principal Dr. C. ROY ENGINEERING COLLEGE DURGAPUR
2. Witness (Name & Address)  (Dr. BIPLAB CHOUDHURY) Scientist	Witness (Name & Address)  Dr. A. KAHALI Head Administration Dr. B. C. Roy Engg. College Durgapur
Central Mechanical Engineering Research Institute Durgapur - 713209	



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AM 833787

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MOU) is entered on 07/02/2023 by and between:

DCG Data Core Systems (India) Pvt Ltd, having its office at DG Block, Sector- II, Plot – 4, Salt Lake City, Kolkata, 700091, West Bengal, which expression shall include its successors- in- interest and assigns, on the one part,

AND

Dr. B. C. Roy Engineering College, Jemua Road, Fuljhore, Durgapur, 713 206 – an engineering college approved by All India Council for Technical Education, New Delhi and affiliated to Maulana Abul Kalam Azad University of Technology, Kolkata, (hereinafter referred to as BCREC) on the second part, which expression shall include, unless repugnant to the context, its successors- in- interest and assigns of the second part.

DCG Data Core Systems (India) Pvt Ltd, and BCREC are also referred to as “Parties” in the collective, and as “Party” in singular term.

Whereas, both parties are desirous to provide learning and Developmental opportunities to employees of DCG Data Core Systems (India) Pvt Ltd, and to the students and faculty of BCREC in a collaborative manner in emerging areas of Science and Technology and in Skill enhancement of all concerned.

75925

SOLD TO.....
OF.....
RS.....
JAYDEEP CHATTERJEE
16, INDIA EXCHANGE PLACE, KOL-1
LICENSED STAMP VENDOR
NO 351RS201

ANUBRATA DHAR
(Advocate)
G.M. McQuinn & Co.

- 1 NOV 2022

- 1 NOV 2022



And whereas, DCG Data Core Systems(India) Pvt Ltd, has the twin objective of (a) exposing the employees to modern and emerging technology areas like Digital Transformation, Cyber Security, Artificial Intelligence and Machine Learning and allied Emerging Technologies and allied Technologies (b) executing the projects in collaboration

And whereas, the second party BCREC is keen to enter into collaborative projects in emerging technologies with DCG Data Core Systems(India) Pvt Ltd, which can be offered and developed with the needs of the Industry,(a) skill promotion of students and faculty (b) exchange of information for effective conduct of need based skill development programmes for Faculty and Students in functional areas (c) collaborate in common interest research problems (d) co-hosting in Hackathon for Smart Manufacturing e. Research and Developmental activities in the emerging Technologies.

1. The aforesaid scope is illustrative and may be enlarged by mutual consent by either party.
2. Either party shall make available appropriate infrastructure facilities , which may include general access to the facilities, faculty, staff, teaching and training content, computer and communication facilities, stationery and other materials as may be required for the conduct of various programmes.
3. It is mutually agreed that this Collaboration is non – exclusive and each party is free to enter into similar collaborations with other institutions/ organizations.
4. The parties to this collaboration, unless expressly stated in any subsequent written agreement, shall have no obligation to compensate the other in any manner.
5. Neither party shall :
 - (i) Infringe the intellectual property belonging to the other party.
 - (ii) Use trade name, trade mark, symbol or designation belonging to the other without express permission/ approval in writing, of the other party.
 - (iii) Be or represent itself as a representative of the other, and
 - (iv) Create any liability for the other.
6. Each party shall respect the confidentiality of data/information related to the other party's before and after the effective date of this MOU. Information/Data to include – trade secrets, processes, devices, designs, concepts, improvements, know-how, algorithms, models and inventions (whether patentable or copyrighted, or otherwise), developments, decision technology, specifications, techniques, sketches, works of authorship, application processes and strategies, design, photographs and profiles and/or business objectives or such material information classified as "CONFIDENTIAL" by party/Parties, and protect the integrity of the confidential information and take adequate measures against unauthorized disclosure(s).
7. Neither parties shall use the name of the other party in press releases, advertising materials, publications without the express approval of the other party conveyed in writing.
8. During the term of this MOU and TWO (2) years thereafter, the Parties agree not to directly or indirectly solicit/hire/engage, any personnel of the other Party who are interacting with such party under this MOU.

9. BCREC further agrees to ensure that all personnel from the institution (including students) abide by the applicable policies, rules and regulations of DCG Data Core Systems (India) Pvt Ltd, while working in the premises of DCG Data Core Systems (India) Pvt Ltd,. DCG Data Core Systems(India) Pvt Ltd,
10. This MOU shall not create any relationship in nature of franchise, joint venture or agency between parties. There shall be no employer – employee relationship whatsoever under this collaborative arrangement.
11. All or any dispute arising between the parties in respect of any clauses of the MOU shall be resolved under the laws of India and subject to exclusive jurisdictions of the Court in Kolkata.
12. No amendment of this MOU shall be effective, unless it is in writing and signed by a duly authorized representative of both the Parties.

Responsibilities of BCREC

1. Training and Research Activities for DCG Data Core Systems(India) Pvt Ltd, in advance technology areas such as Digital Transformation, Cyber Security, Digital Twin, Artificial Intelligence and Machine Learning, Private 5G etc
2. Cohosting the Hackathon for specific Industry and its solutions
3. Identify the Priority Projects and deliver the Estimate and planning for the delivery.
4. Review and literature survey and proposing to Research and Development with respect core Industry Process.
5. Joint Certificate Programme for Official in areas of emerging Technologies.
6. Present some of the ideas and solutions to be pitched in market from business perspectives.

Responsibilities of DCG Data Core Systems (India) Pvt Ltd,

1. Identify the priority Issues and Challenges with joint development of a particular Industry to propose the solutions and modernizations
2. Resource persons in some of the core areas to be taught at BCREC as guest lecture/Seminar.
3. Identify the problems and statements for jointly hosting Hackathons for the Industry
4. Support and resource persons for Conferences and Workshop.
5. Offer internships to the students of various courses in DCG Data Core Systems (India) Pvt Ltd,.
6. Create opportunities for teaching and researchers in the area of interest for professional growth and developments of projects
7. Co-hosting various technical events and workshops.
8. Any opportunity for CSR activities.
9. Joint research and Projects in the areas sustainability and common interest areas.
10. Business and market related responsibilities for the products and solutions developed at the BCREC.

This MOU has been signed in duplicate, each of which shall be deemed to be an original.

Signed by Kamakhya Prasad Sengupta Signed by Prof. Sanjay D Pawar

on behalf of

on behalf of

DCG Data Core Systems (India) Pvt Ltd.

BCREC

(Kamakhya Prasad Sengupta)
Director

Principal BCREC, Durgapur.
Principal
Dr. B. C. Roy Engineering College
DURGAPUR



DATED 24th February 2023

(1) CAMBRIDGE UNIVERSITY PRESS & ASSESSMENT INDIA PVT. LTD.

and

(2) DR. B. C. ROY ENGINEERING COLLEGE (BCREC)

MEMORANDUM OF UNDERSTANDING



THIS MEMORANDUM OF UNDERSTANDING is made on 24th February 2023

BETWEEN:

- (1) **CAMBRIDGE UNIVERSITY PRESS & ASSESSMENT INDIA PRIVATE LIMITED**, having its registered office address at 314 to 321, 3rd Floor, Splendor Forum, Plot No. 3, Jasola District Centre, New Delhi – 110025 (**Cambridge**); and
- (2) **DR. B. C. ROY ENGINEERING COLLEGE**, Jemua Road, Fuljhore, Durgapur - 713206, West Bengal. (**BCREC**)

(Cambridge and BCREC shall be jointly referred to as "Parties" and individually as "Party").

BACKGROUND

- (A) Cambridge is a part of Cambridge University Press & Assessment, which is a department of The Chancellor, Masters, and Scholars of the University of Cambridge, which is the publishing and assessment business of the University of Cambridge and develops and publishes educational courses and instructional materials and provides related publishing and training services to third parties.
- (B) Dr. B. C. Roy Engineering College, Durgapur, the flagship Unit of Dr. B. C. Roy Group of Institutions, is celebrating two decades of its meaningful contribution in the promotion of higher technical education with a focus on sustainable growth projectile and to provide excellence in quality and meaningful education to the students. The institution has grown steadily over the years from a single Unit to a Group of Institutions under its umbrella creating multiple job opportunities. BCREC, Durgapur along with other eminent colleges of Dr. B.C. Roy Group of Institutions is the confluence of minds, dreams, hopes & ambition and is leading the way for technological advancements in the country in its own unique way. *Dr. B. C. Roy Engineering College is approved as an Engineering College by All India Council for Technical Education, New Delhi and is affiliated to Maulana Abul Kalam Azad University of Technology (formerly West Bengal University of Technology), Kolkata. (italics added)*

1 DESCRIPTION

- 1.1 This Memorandum of Understanding (**Memorandum**) registers the good-faith intention of the Parties to identify ways in which they may collaborate with each other, in relation to the delivery of programmes related to communication skills, employability skills and English assessment in the Territory (the Collaboration).
- 1.2 Further to clause 1.1, in the event that the Parties decide to pursue any aspect(s) of the Collaboration, the terms and conditions of the applicable collaboration shall be the subject of a legally binding agreement or agreements between the Parties at the time.
- 1.3 The cooperation of the Parties shall be subject to the terms of this Memorandum and to the framework of the respective national laws and regulations.

2 PRINCIPLES OF COLLABORATION

- 2.1 The Parties have agreed the following principles in relation to the Collaboration:
- 2.2 Cambridge and BCREC shall collaborate and explore ways to provide the learning materials, English

Language Assessment tool to **BCREC** on the terms and conditions as mutually agreed between the Parties and as set out in a separate legally binding agreement.

- 2.3 **BCREC** shall explore ways to facilitate the delivery of the above courses and assessment tools to the users of **BCREC** by providing language trainers/faculties for delivery of such programme on the terms and conditions as mutually agreed between the Parties and set out in a separate legally binding agreement.
- 2.4 Cambridge and **BCREC** shall collaborate and explore ways to facilitate required "train the trainer" session with the trainer of Cambridge on the terms and conditions as mutually agreed between the Parties and as set out in a separate legally binding agreement.
- 2.5 The Parties acknowledge and agree that, in the event that the Parties enter into a legally binding agreement for any activity pursuant to the above principles, the roles and responsibilities of each Party in relation to the activity will be set out in such legally binding agreement.

3 PUBLICITY AND ANNOUNCEMENTS

- 3.1 This clause 3 is legally binding.
- 3.2 Neither Party shall advertise, issue any press release, or otherwise publish the fact that the Parties have entered into this Memorandum without the prior written consent of the other Party, except as may be required by law.
- 3.3 The use of the name, logo and/or official emblem of either Party on any publication, document and/or paper is prohibited without the prior written approval of that Party.

4 INTELLECTUAL PROPERTY

- 4.1 This clause 4 is legally binding.
- 4.2 All copyrights, patents, trade secrets, trademarks, or any other intellectual property (**Intellectual Property**) owned by one Party prior to the date of this Memorandum will continue to be owned by that Party. Neither Party will gain, by virtue of this Memorandum, any Intellectual Property rights owned by the other.
- 4.3 If the Parties decide to enter into a legally binding agreement, any such agreement will include details regarding the ownership of any Intellectual Property that may be created under such agreement. For the avoidance of doubt, any Intellectual Property created by one Party without the use of the Intellectual Property of the other Party shall be and remain the sole and exclusive property of the first Party.

5 CONFIDENTIALITY

- 5.1 This clause 5 is legally binding.
- 5.2 Each Party undertakes that it shall not at any time after the date of this Memorandum disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party or of any member of the group of companies to which the other Party belongs, except as permitted by clause 5.3.
- 5.3 Each Party may disclose the other Party's confidential information:

to its employees, officers, representatives, or advisers who need to know such information for the purposes of the evaluation of the collaboration and the negotiation of any legally binding agreement. Each Party shall ensure that its employees, officers, Representatives, or advisers to whom it discloses the other Party's confidential Information comply with this clause 5; and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 5.4 No Party shall use the other Party's confidential information for any purpose other than the Evaluation of the collaboration and the negotiation of any legally binding agreement.

6 ANTI-BRIBERY AND CORRUPTION

- 6.1 This clause 6 is legally binding.

- 6.2 BCREC understands and acknowledges that Cambridge acts in accordance with 'India's Prevention of Corruption Act, 1988', the 'UK Bribery Act 2010', 'Modern Slavery Act 2015' and other applicable anti-bribery, corruption, anti-slavery, and human trafficking laws in the jurisdictions in which it operates (the **Acts**).

- 6.3 Each Party shall:

comply with all applicable laws, statutes and regulations from time to time in force relating to anti-bribery, corruption, anti-slavery and human trafficking; comply with Cambridge's Third Party Code of Conduct; ensure neither it, nor its employees, officers, or shareholders, or any of its suppliers, subcontractors or their employees officers or shareholders, in the course of its performance of its obligations under this Agreement, will engage in any activity, practice or conduct which would constitute an offence under these Acts; and notify Cambridge immediately if it becomes aware of or has any reason to believe that it, or any of its officers, employees, agents, suppliers, or subcontractors have breached or potentially breached any of BCREC's obligations under this clause. Such notice shall set out full details of any circumstances concerning the breach or suspected breach of BCREC's obligations.

"Third Party Code of Conduct": Cambridge's Third-Party Code of Conduct, as updated by Cambridge from time to time.'

7 TERM AND TERMINATION

- 7.1 This Memorandum shall commence on the date of signature by the Parties and shall continue for a period of three (3) months or earlier where the Memorandum is terminated in accordance with the provisions of clause 7.2 or until the Parties enter into a legally binding agreement. The Parties may mutually agree to extend the term for three (3) months by way of signing a letter of extension.

- 7.2 Either Party may terminate this Memorandum by giving at least fifteen (15) days' notice in writing to the other Party at any time.

8 COSTS AND LIABILITIES

- 8.1 This clause 8 is legally binding.

- 8.2 Except as otherwise provided, each Party shall bear its own costs and expenses incurred in complying with its obligations under this Memorandum.
- 8.3 If the Parties arrange to share expenses for the cooperative activities undertaken under this Memorandum, any such arrangements shall be mutually agreed upon by the Parties in writing and in advance of any expenses being incurred.
- 8.4 Each Party shall remain liable for any losses or liabilities incurred due to its own or its employees' actions and neither Party intends that the other Party shall be liable for any loss it suffers as a result of this Memorandum.
- 8.5 Further to clause 8.4, neither Cambridge nor **BCREC** will have any liability of any nature whatsoever to the other based on the failure ultimately to sign any proposed collaboration or agreements envisioned in this Memorandum.

9 STATUS

- 9.1 This Memorandum is not exhaustive and is not, and is not intended to be, legally binding between Cambridge and **BCREC**, save for clauses 3, 4, 5, 6, 8, this clause 9 and clause 11, which shall be legally binding.
- 9.2 Nothing in this Memorandum is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other Party, nor authorize either of the Parties to make or enter into any commitments for or on behalf of the other Party.

10 LANGUAGE

- 10.1 This Memorandum is drafted in the English language. If the Memorandum is translated into any other language, including Hindi, in the event of conflict, the English language version shall prevail.

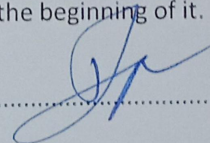
11 GOVERNING LAW AND JURISDICTION

- 11.1 This clause 11 is legally binding.
- 11.2 This Memorandum and the negotiations between the Parties in connection with the proposed Collaboration and all disputes or claims arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of India.
- 11.3 The Parties irrevocably agree that the courts of New Delhi shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Memorandum or its subject matter or formation (including non-contractual disputes or claims).

This Memorandum has been entered into on the date stated at the beginning of it.

Nachiket Mohagaonkar

Signed by: Mr. Nachiket Mohagaonkar



Signed by: Prof. (Dr.) Sanjay S. Pawar

Title: Chief Finance Officer

Title: Principal

16/03 / 2023

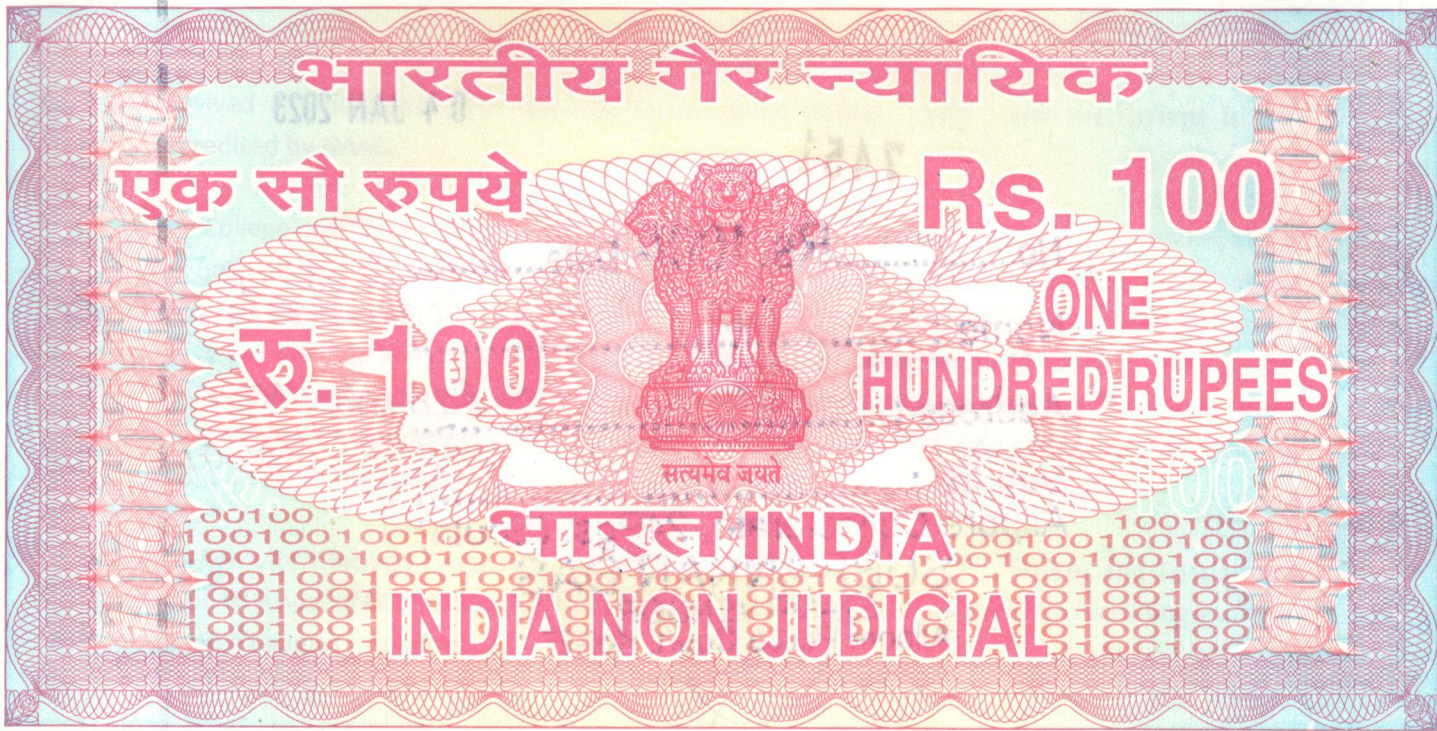
Date: 24.2.2023

for and on behalf of

for and on behalf of

CAMBRIDGE UNIVERSITY PRESS &
ASSESSMENT INDIA PVT. LTD.

Dr. B. C. ROY ENGINEERING COLLEGE,
DURGAPUR.



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AN 057040

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MoU) is made on the Day of 10th January, of the year 2023

BETWEEN

Dr. B. C. Roy Engineering College and Group of Institutions - a self – financed Engineering College, approved by All India Council for Technical Education, New Delhi and affiliated to Maulana Abul Kalam Azad University of Technology, Kolkata . This Engineering College is located at Jemua Road, Fuljhore, Durgapur- 713 206 , District Paschim Bardhaman, in the State of West Bengal, hereinafter referred to as the BCREC and the **FIRST PARTY**.

And

ISOAH DATA SECURITIES PVT. LTD., herein under referred to as **ISOAH** having its campus at SDF Building, Module – 335, 2nd Floor, Salt Lake, Sector – V, Kolkata – 700091, represented by Mr. Sandeep Sengupta (Director), which expression shall, where the context so admits, be deemed to include its successors, executors, and administrators of the **SECOND PARTY**.

- a) Whereas **FIRST PARTY** (BCREC) Durgapur, West Bengal was established in the year 2000 and is one of the best Engineering and Management colleges in Eastern India. BCREC has received the 'Education Excellence 2019 Award in Engineering' award from the renowned Bengali News Channel, and 'The Best Emerging Engineering College in India' in 2018 by Today Research and Ratings (TRR). The College is ranked by NIRF in the Band (201-250) and some of its courses have

received Accreditation from National Accreditation Bodies - NBA , and the College is also accredited by NAAC.

The College presently offers courses that include B.Tech in Nine(09) Engineering Disciplines at the UG level ; It also offers PG Programmes - MBA, MCA, and MTech programs. Admission to these courses is done on the basis of the Entrance Examinations conducted by State and National Bodies. AICTE has selected and partially financed this Engineering College for AICTE IDEA Lab. that aims to inculcate an innovation eco-system and to provide training to Engineering and Non- engineering Students from secondary schools and degree level colleges in the adjoining areas and districts, and is a part of the National "Make in India" initiative of the Government of India.

Top Recruiters include Capgemini, TCS, Infosys, Cognizant, Wipro, HSBC, Godrej, and Genpact are amongst a host of Companies that have placed a trust on BCREC and have been recruiting students through campus interviews.

- b) Whereas The second party, ISOAH is a training Institute established in June 2015, engaged in providing cyber security training to Police officers from Lalbazaar, CID, Special Task Force, CRPF, Commercial Tax Dept., CDAC, Cyber Security Centre of Excellence (WB Ministry of IT); as well as employees of PWC, CTS, Mjunction, CESC, Tata Steel, etc. ISOAH is a member of the regional committee of NASSCOM, the IT sub-committee at CII East, etc. ISOAH is ISO27001 & ISO9001 certified by the British Standards Institution.
- c) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- d) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

Dr. B. C. Roy Engineering College & Group of Institutions and ISOAH will collectively be referred to as the Parties.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1

CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the BCREC Campus and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 The general terms of cooperation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds, and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term

of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2

SCOPE OF THE MoU

- 2.1 **Value-added course:** Industry and Institution interaction will give an insight into the latest developments/requirements of the industries; the Second Party shall deliver to the students of the First Party training programs of at least 40 hours at the premise of the first party to upskill them. The choice of the courses will be decided mutually.
- That the course will be of the duration mentioned above.
 - That the detailed syllabus of the course will be worked out by the Second party and will be agreed upon by the first party.
The courses will be restricted to **Dr. B. C. Roy Engineering College & Group of Institutions students.**
 - That ISOAH will be providing Resource Persons/ Faculty members support, subject to the requirements agreed upon by both parties.
 - That the Evaluation of Performance (written examination and continuous assessments including practical examination) and Certification of the Program will be done by ISOAH.
 - The fee for the training is Rupees One Thousand (Rs.1,000/00) per student for a minimum of 200 students per semester.
 - 50% fee has to be paid in advance before the first class of the semester and the rest 50% will be paid within 15 days of the invoice produced by the second party after completion of the course.
 - Students' satisfaction studies will be conducted by the first party. And if the satisfaction level is found below the standard, both parties shall revisit the teaching-learning methodology to improve the satisfaction level.
 - **Dr. B. C. Roy Engineering College Group & ISOAH** has agreed not to hire each other's staff directly or in third-party payroll within 2 years of their employment exit.
 - Any changes in the Name of the course and/or the syllabus of the program are needed at any point in time, it is to be done by all the parties in mutual consultation.
 - Any further scope of offering a newer course, other than the mentioned one is evident at any point in time, all the parties can decide it on mutual consultation.
- 2.2 **Internship:** Second Party will provide an internship to the students of the first party in the final semester. The duration and the period will be decided mutually by both parties.
- 2.3 **Placement of Trained Students:** Second Party will help the first party to place the trained students.

- 2.4 **Approvals:** Both Parties are to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.

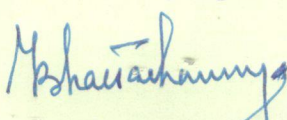
CLAUSE 3

MISCELLANEOUS PROVISIONS

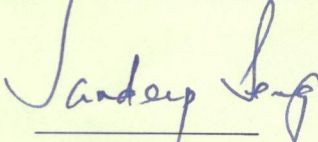

- 3.1 That the promotion and publicity regarding the aforesaid course/courses may be carried out by Dr. B. C. Roy Engineering College & Group or ISOAH through various online mediums including but not limited to, Websites, social media, Newsletters etc. and offline mediums including, but not limited to Newspapers, Billboards, Pamphlets, Brochures and any other type Posters, Banners, Flex etc. with prior approval of the college.
- 3.2 Whereas any scope of other type of academic activities like research, are identified, all the parties can initiate *5 years mutual consultation* in matters of training.
- 3.3 That this MoU signed between the parties will remain in force for 5years subject to satisfactory evaluation and renewal after every year.
- 3.4 That this MoU signed between the parties may be called for earlier determination by mutual agreement and consent by providing one calendar month's notice provided that the parties involved shall have the responsibility for completing the syllabus and arranging for examination/assessment & awarding certificate to already admitted successful participants.
- 3.5 The Memorandum of Understanding is not intended to create any legal relation of employer-employee or of principal and agent relationship amongst the Parties.
- 3.6 The Parties agree that they will keep all information pursuant to this MOU confidential and shall not disclose to any third person any confidential information concerning MOU.
- 3.7 That any dispute arising within the purview of this MoU is to be sorted out within 90 (ninety) days between the parties.
- 3.8 This MOU is non – binding and each of the parties may execute any other agreement with any other parties for furtherance of their objectives.

AGREED:

For Dr. B. C. Roy Engineering College & Group

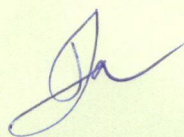

Authorized Signatory
Tarun Bhattacharya
General Secretary
Dr. B. C. Roy Engineering College
Durgapur

For ISOAH Data Securities Pvt. Ltd.

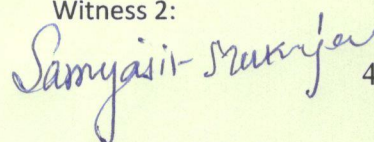

Authorized Signatory


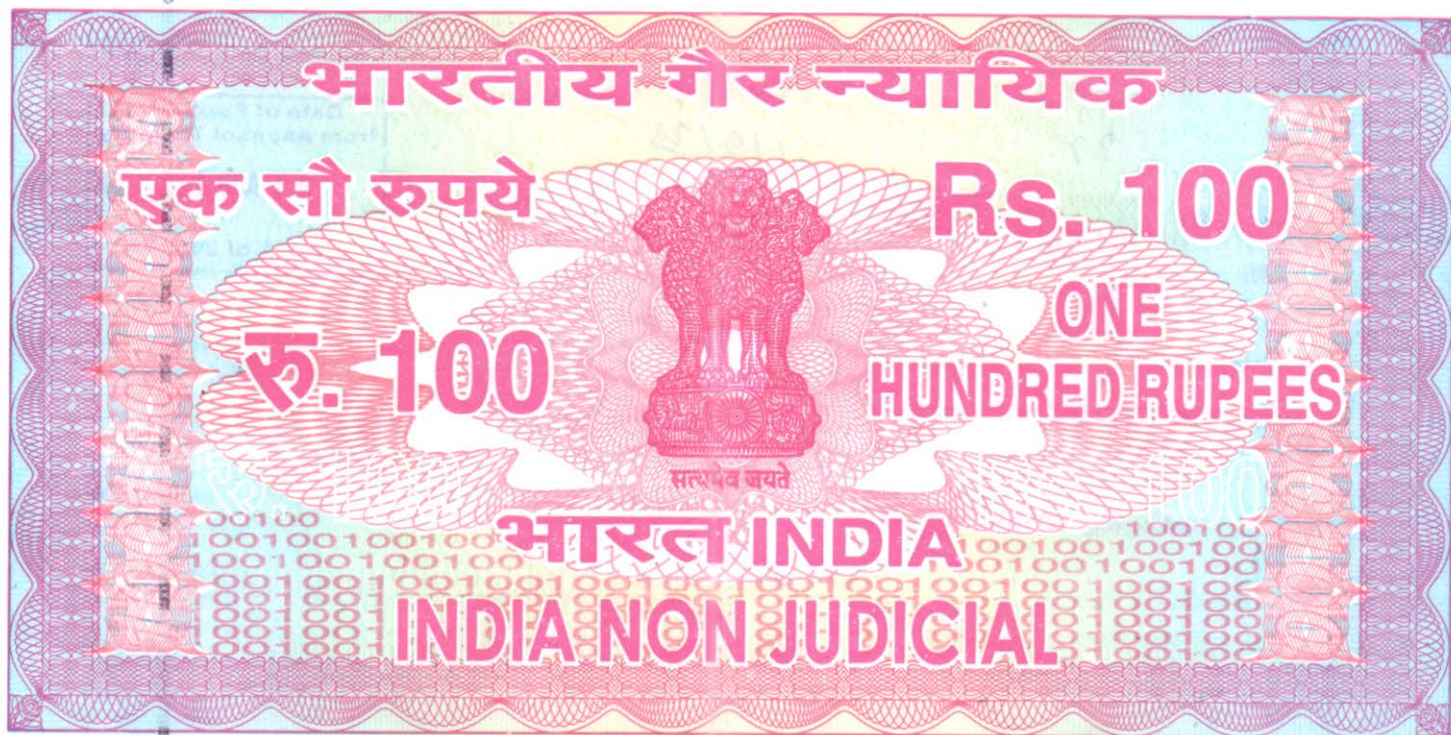
Dr. B. C. Roy Engineering College & Group	ISOAH Data Securities Pvt Ltd.
Address : Fuljhore Road, Jemua, Durgapur, West Bengal – 713206.	Address: SDF Building, Room 335, 2 nd floor, Sector 5, Kolkata 700091
Contact Details: 9819090993	Contact Details: 9830310550
E-mail: principal@bcrec.ac.in	E-mails: sandeep@isoeh.com
Web: https://bcrec.ac.in/	Web: https://www.isoeh.com

Witness 1:



Witness 2:

 4



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AN 610808

MEMORANDUM OF UNDERSTANDING (MoU)

1. Parties

This **Memorandum of Understanding (MoU)** made on this 22nd day of February, 2024

BY and BETWEEN

Steel Authority of India Ltd., a Govt. Company incorporated under Section 617 of the Companies Act (Act I of 1956), having its registered Office at Ispat Bhawan, Lodi Road, New Delhi - 110003, and one of its units and integrated Steel Plants known as Durgapur Steel Plant at Durgapur - 713203, (hereafter referred to as 'SAIL DSP', which expression shall, unless repugnant to the context, be deemed to include its successors and assigns) of the first part,

AND

Dr. B. C. Roy Engineering College Durgapur, a registered society having its registered office at Management House, Dr B.C. Roy Engineering College, at Jemuã Road, Fuljhore, Durgapur - 713 206, (hereafter referred to as 'BCREC Society', which express shall, unless repugnant to the context, be deemed to include its successors and assigns) of the second part.

M. Bhattacharya
22/2/2024

J. K. Roy
22/02/2024

1. Preamble

Whereas SAIL DSP is one of the integrated steel Plants of Steel Authority of India Ltd. (SAIL) at Durgapur committed to nation-building under the Make in India initiative of the Government of India by producing high-quality Iron and Steel products and by-products like Sulphate, Benzene, Benzol etc.

And whereas, BCREC Society had established and governs Dr. B. C. Roy Engineering College, Durgapur, an AICTE, New Delhi approved Engineering College affiliated to Maulana Abul Kalam Azad University of Technology, Kolkata, which has been conducting Under – graduate and Post – graduate Engineering and Technology Courses since 2000 and Masters in Management and Computer Application Programmes from 2005, and is duly accredited for five under –graduate programmes by National Board of Accreditation, New Delhi, and has also received NAAC Accreditation valid until September, 2026 in B+ category.

2. Objective

The objective of this MoU is to create a platform of Industry-Academia collaboration for synergy between industry and academics, especially in the wake of Industry 4.0 revolution, in order to achieve organizational excellence in areas of mutual interest by facilitating interaction, innovation, research, application and training for effective sharing of knowledge and information.

3. Scope

This MOU is of generic nature to enable SAIL DSP and BCREC Society to engage with each other for any of the following activities as per mutually agreeable terms and conditions to be finalized on case-to-case basis for which specific Memoranda of Agreements (MoAs) shall be signed, if required:

1. Utilization of each other's facilities & expertise as per requirements.
2. Joint Research & Development projects and field studies by Dr. B. C. Roy Engineering College faculty and SAIL DSP personnel, including those involving innovation and creativity and leading to publications, patents, copyrights etc.
3. Professional consultancy by Dr. B. C. Roy Engineering College faculty to solve industry related problems identified by SAIL DSP.

M. Bhattacharya
22/2/2024

M. Bhattacharya
22/02/2024

4. Benchmarking of processes and academics through meaningful mutual inputs.
5. Organizing Seminars, conferences, or workshops on topics of mutual interest involving participation of faculty/employee/experts of Dr. B. C. Roy Engineering College and SAIL DSP.
6. Organizing Lecture sessions by experts from SAIL DSP at Dr. B. C. Roy Engineering College for their students and from Dr. B. C. Roy Engineering College faculty at SAIL DSP for DSP personnel.
7. Inclusion of experts from SAIL DSP in academic committees at Dr. B. C. Roy Engineering College.
8. Mentoring Graduate/Post-Graduate/Research Scholars of Dr. B. C. Roy Engineering College for projects/ thesis at SAIL DSP.
9. Facilitating Industry based real-time projects for Dr. B. C. Roy Engineering College students under joint supervision of Dr. B. C. Roy Engineering College and SAIL DSP.
10. Exposure of Dr. B. C. Roy Engineering College students to environment in steel making industry and its allied challenges.
11. Vocational Training (VT) for B. Tech students of Dr. B. C. Roy Engineering College at SAIL DSP during summer and winter vacation.
12. Industrial visits of Dr. B. C. Roy Engineering College students to SAIL DSP.
13. Training programmes / skill enhancement programmes by Dr. B. C. Roy Engineering College for DSP personnel.
14. Any other topics of interest as may be decided by SAIL DSP and Dr. B. C. Roy Engineering College as and when required.

4. Role of BCREC Society

The role of BCREC Society shall be for any of the following activities as per mutually agreeable terms and conditions to be finalized:

1. Providing skill – based training of workers, officers, managers and senior level managers of SAIL DSP in technical areas – SAIL DSP shall specify areas/requirement and duration of such training programmes for each level.
2. Undertaking special certificate courses with varying credits as per requirements and of international standards specifically designed for steel industry personnel (in collaboration with internationally renowned Companies/Institutes and Universities).
3. Organizing Research and Development activities under instructions and guidance from experts from SAIL DSP in the areas of future technologies and manufacturing and optimization practices.
4. Providing Design, development and consultancy for digital transformation for SAIL DSP.

M. Bhattacharya
22/2/2024

S. K. Mishra
22/02/2024

5. Organizing Sustainability studies and Environment – friendly studies for SAIL DSP
6. Hosting hackathon based on problem statements from SAIL DSP at National and International level.
7. Hosting Joint Conference related to Industry X.0 topics of the interest of steel manufacturing.

5. Role of SAIL DSP

The role of SAIL DSP shall be for any of the following activities as per mutually agreeable terms and conditions to be finalized:

1. Providing Industry Experts from SAIL DSP for contributing to teaching on visiting industrial basis on some of the topics from the curriculum.
2. Providing Experts from SAIL DSP to conduct examinations of the projects undertaken by the students for B.Tech / M.Tech and Ph.D level.
3. Facilitating vocational training and industrial visits by Dr. B. C. Roy Engineering College students at SAIL DSP.
4. Joint Hosting of Steel – related Hackathons, Workshops and Conferences either at SAIL DSP or at the College.
5. Allowing faculties of Dr. B. C. Roy Engineering College to visit SAIL DSP for research and developmental activities and carry out experiments without disturbing any of the Plant schedule for the projects undertaken for DSP projects
6. Arranging Joint IPR in case of any Research and Developmental Activities undertaken for the plant.

6. Central Coordination Committee (CCC):

1. There shall be a Central Coordination Committee (CCC) for effective implementation of the MOU and also for monitoring and reviewing the collaborative programmes, comprising of the following members:

From SAIL DSP:

- a) Shri S K Singh, CGM I/c (M&U)
- b) Shri O P Sharma, CGM (A&I and Electrical)
- c) Shri D Sengupta, CGM (Quality)
- d) Shri S K Gupta, CGM (HRD)
- e) Shri PVSU Mahesh, CGM (F&A)

Shri S K Singh
22/2/2024

Shri O P Sharma
22/02/2024

From Dr. B. C. Roy Engineering College:

- a) Prof. Sanjay S. Pawar, Principal, BCREC
 - b) Prof. Chandan Chattoraj, HoD Mechanical Engineering
 - c) Prof. Soomrup Siddhanta, HoD Faculty of Management Studies
 - d) Prof. Abhijit Banerjee, Faculty Electronics and Communication
 - e) Prof. Chandan Bandopadhyay, HoD, Data Science.
2. The above nomination of members in CCC may be changed by the parties during the validity of this Agreement in case of exigencies by written communication to the other party.
 3. All proposals/solutions shall be presented to CCC and its advice shall be treated as final recommendation for implementation, supervision and subsequent evaluation and completion of the activity / project.

7. Financial Aspects

1. All activities that may have financial implication shall be worked out jointly through the agreement of both the parties and specific agreements shall be signed by the parties from time to time for each of such activities on case-to-case basis.
2. Both parties agree that detailed terms and conditions that guide each activity identified above shall be separately determined and agreed upon by the two parties, including technical description of proposed activity, financial arrangements, and person(s) responsible for its implementation, etc.
3. As such this MoU has no financial implication on each other, and both parties acknowledge and understand that all financial arrangements, if any, shall be subject to prior specific written agreement and availability of funds for each activity/project undertaken.
4. Both parties agree that in respect of any activity for which specific Agreement may be signed by the parties, no legal or financial liability shall accrue in the event of force majeure conditions such as natural calamities, strikes, lockouts, civil, commotion, riot, accident or any other Acts of God beyond the control of the parties to the agreement.
5. No party shall have the right to use the name or logo of the other party without the prior approval of that party in writing.

Abhijit Banerjee
22/2/2024

Chandan Chattoraj
22/02/2024

8. Publication and Patents:

1. All publications concerning joint / collaborative work in the programme of co-operation shall be co-authored by the concerned staff / research fellow of Dr. B. C. Roy Engineering College and the concerned personnel of SAIL DSP.
2. Any patent arising out of the investigation / work made shall be the joint property of BCREC Society and SAIL DSP.

9. Validity:

1. This MoU shall remain valid for a period of **FIVE** years from the date of signing of the MoU with provision for yearly review by the CCC.
2. During the tenure of the MoU or thereafter, both SAIL DSP and BCREC Society shall be free to take up similar or same type of work independently and shall be free to enter into similar MoU with other parties.
3. Either party may terminate the MoU at any time by giving six months' notice to the other. However, termination of the MOU shall not in any manner affect the interests of their respective personnel who may be involved under any task under the ambit of any separate agreement arrived at between SAIL DSP and BCREC Society.
3. Any clause or article of the MoU may be modified or amended by mutual agreement of both the parties.
4. This MoU may be renewed or extended further with mutual consent for a period mutually agreed by the parties.

10. Confidentiality:

1. During or even after the tenure of the MoU, both BCREC Society and SAIL DSP undertake on their behalf to maintain strict confidentiality and prevent disclosure of all the information and data exchanged / generated pertaining to work under this agreement for any purpose other than in accordance with this MoU.

11. Resolution of Disputes:

In the event of any differences or disputes arising out of the interpretation or application of the provisions of any of the agreements to be signed by the parties pursuant to this MOU, the parties shall resolve such differences or disputes in a spirit of mutual understanding and co-operation through mutual consultation between the higher authorities of both the organizations.

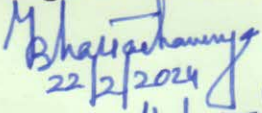
M. Bhattacharya
22/2/2024

Subir
22/02/2024

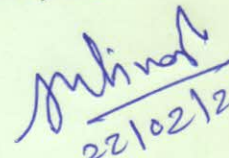
However, if the parties fail to resolve the disputes amicably, the same shall be resolved as per Arbitration and Conciliation Act, 1996 by reference to a Sole Arbitrator to be appointed mutually by both parties. The seat and venue of arbitration shall be at Durgapur and all legal proceedings if any shall be instituted in Courts having territorial jurisdiction with respect to Durgapur.

In WITNESS WHEREOF, the undersigned, duly authorized, have signed this MoU in two originals, one to be retained by each party, on 22nd February, 2024 at Durgapur.

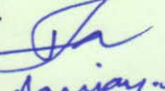
For and on behalf of
Dr. B. C. Roy Engineering
College Society, Durgapur, WB
(a Registered Society)

Signature 
Name: **TARUN BHATTACHARYA**
Designation: **GEN. SECRETARY**

For and on behalf of
SAIL Durgapur Steel Plant,
Durgapur, WB

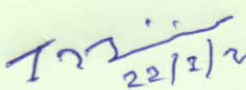
Signature 
Name: **SANJEEV KR SINGH**
Designation: **CA M I/c M & V.**

Witness 1

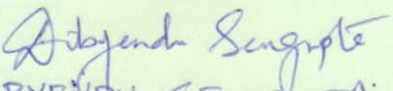
Signature 
Name: **Dr. Sanjay J. Pawas**
Designation: **Principal BCREC**

Dr. B. C. Roy Engineering College
DURGAPUR

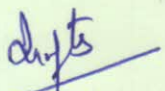
Witness 2

Signature 
Name: **S.K. Gupta**
Designation: **22/2/24**

Witness 1

Signature 
Name: **DIBYENDU SENGUPTA**
Designation: **CGM (QUALITY)**
मुख्य महा प्रबंधक / Chief General Manager (QUALITY)
दुर्गापुर इस्पात संयंत्र / Durgapur Steel Plant
सेल / SAIL

Witness 2

Signature 
Name: **S.K. Gupta**
Designation: **CGM (HRD)**
एस. के. गुप्ता / S. K. GUPTA
मुख्य महाप्रबन्धक (मानव संसाधन विकास)
Chief General Manager (HRD)
दुर्गापुर इस्पात संयंत्र / Durgapur Steel Plant

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called "MOU") is made on **5-Sep-2023** by and between **Infosys Limited** (including its subsidiaries and Affiliates), a corporation organized and existing under the laws of India and having its primary place of business at Plot No. 44 & 97A, Electronics City, Hosur Road, Bangalore 560100, India (hereinafter "Infosys") and **Dr. B C Roy Engineering College, Durgapur** (including its subsidiaries and Affiliates) organized and existing under the laws of the state of **West Bengal** and having its primary place of business at **Jemua Road, Fuljhore, Durgapur-713206, West Bengal** (hereinafter "Partner"). Partner and Infosys being referred to individually as a "Party" or collectively as the "Parties"

Recitals

WHEREAS the Partner is a **Private self-financed Durgapur-based Engineering College promoted by Dr. B. C. Roy Engineering College Society, imparting quality education to the students since 2000 and affiliated to the Maulana Abul Kalam Azad University of Technology (MAKAUT)** and

WHEREAS Infosys is a global leader in consulting, technology, and outsourcing solutions and has agreed to provide their proprietary Springboard Platform for the Services. (hereinafter referred to as "Services")

NOW THEREFORE, for and in consideration of the mutual agreements and covenants hereafter set forth, the Parties hereto agree as follows:

1. BROAD SCOPE OF ACTIVITIES

The objective of this MOU is to establish a written document forming a basis under which the Parties may enter into agreements to perform Services only in India as defined in **Schedule A & B**.

- 1.1 Both Parties understand that this is a Corporate Social Responsibility ("CSR") initiative hence scope of work can be augmented further as and when required.
- 1.2 Also, necessary augmentation, in consultation with both the Parties, can be made regarding the time period of the MOU.
- 1.3 The relationship between the Parties is non-exclusive and nothing herein will prohibit either Party from pursuing similar agreements with any company or person.

2. CONFIDENTIAL AND PROPRIETARY INFORMATION

Each Party acknowledges and agrees that any and all information emanating from the other Party's business, in any form, including but not limited to information relating to the disclosing party's past, present, or future research, development or business activities is "Confidential and Proprietary Information". Each Party agrees that it will not, during or after the term of this MOU, permit the duplication or disclosure of any such Confidential and Proprietary Information to any person (other than an employee, agent or representative of the other party who needs such information for the performance of the obligations hereunder), unless such duplication, use or disclosure is specifically authorized by the disclosing Party in writing. "Confidential and Proprietary Information" is not meant to include any information which (a) is publicly available prior to this MOU or is made publicly available by the disclosing party without restriction; (b) is rightfully received by the receiving party from third parties without accompanying secrecy obligations; (c) is already in the receiving party's possession and was lawfully received from sources other than the disclosing party; or (d) is independently developed by the receiving party. Partner may disclose Infosys' Confidential and Proprietary Information if Partner is required to do so under applicable law, rule or order or communicated in response to a valid order by a court or required by any governmental body or

regulatory / legal authority, provided that, Partner, where reasonably practicable and to the extent legally permissible, provides Infosys with prior written notice of the required disclosure so that Infosys may seek a protective order or other appropriate remedy, and provided further that Partner discloses no more Confidential and Proprietary Information than is reasonably necessary in order to respond to the required disclosure. The secrecy of the Confidential and Proprietary Information disclosed pursuant to this MOU shall be maintained for a period of five (5) years following disclosure thereof.

3. DATA PRIVACY

3.1. The Parties hereby agree that each of it shall be acting in the capacity of an independent Data Controller and no PII (as defined under this MOU) of the other Party shall be used for any purposes other than for the fulfillment of the purpose of this MOU and provision of the Services as contemplated herein. Infosys while processing Personal Data for the purpose of Services contemplated herein; shall adhere to the stipulations agreed under Schedule C.

3.2. With respect to Personal Data provided by or on behalf of Partner or permitted by Partner to be provided to Infosys: (a) Each party will comply with all Laws, including all Laws relating to privacy or data security (b) Infosys and Partner will not be required to monitor or advise the other, in determining compliance with laws; (c) in the event of any change to (including changes in interpretation of a Law which requires a change to all or part of the Service, the Parties may make appropriate adjustments to the terms of the MOU and the Service, as determined by Infosys; and (d) Partner will encrypt all Partner Personal Data, prior to the provision to Infosys of such Partner's Personal Data by or on behalf of Partner or permitted by Partner to be provided to Infosys, or using such in connection with the Services. Partner is responsible for back up of all Partner Data.

3.3. Infosys has established and maintains a data security program. The existence of the data security program does not relieve either party of their obligations otherwise described in the MOU.

4. OWNERSHIP AND RESTRICTIONS

As used in this Section 4, the following terms have the respective meanings set forth below:

"Content" means any material hosted or to be hosted on Infosys Springboard including but is not limited to text, data, images, videos, graphics, code or other items.

"Free Software Foundation" means an entity defined at <https://www.fsf.org/about/>.

"Partner Content" means all the Content that Partner uploads on or make available through Infosys Springboard.

"Infosys Content" means all the Content owned by Infosys or licensed to Infosys by any third party.

"Intellectual Property Rights" means all patents, copyrights and related rights, database rights, utility models, design rights, trademarks, service marks, rights in undisclosed or Confidential Information (such as knowhow, trade secrets and inventions) (whether patentable or not) and other rights of a like nature (whether registered or unregistered) and all applications for such rights as may exist anywhere in the world.

"Open Source Software" means any software that is licensed under any license listed or described at <http://www.opensource.org/docs/definition.php> or any license currently listed at <http://www.opensource.org/licenses>, Free Code as defined by the Free Software Foundation.

- 4.1. Except as provided herein, this MOU will not be construed to grant any license under any trade secret, patent, patent application, industrial design, trademark, copyright, mask work, confidential process, formula, plan, computer program, data or other valuable confidential information or know-how to either Party. Each Party will own and retain all of its right, title, and interest in and relating to its intellectual property rights in its Products and Services and Confidential Information, both currently used and that which may be developed and used in the future. For avoidance of doubt, all intellectual property rights in Infosys Springboard and Infosys Content will be retained by Infosys. Except otherwise provided in this MOU, Partner is not permitted to use the Infosys Springboard and Infosys Content.
- 4.2. Each party will have the non-transferable, non-exclusive, revocable license to use the other Party's logo(s), trade names(s) and trademarks and the names of its Products ("Marks") identified in Schedule D, all in unmodified form, solely for identification purposes in relation to the branding and marketing for the Services described in this MOU. All Marks must be reproduced on all copies of the Products and may not be altered or removed. The Party owning a Mark may modify, add or delete any such Marks upon sixty (60) days prior notice to the other Party. Each Party further agrees to ensure that all such use will comply with good trademark usage practices and the standards of display and trademark usage guidelines provided by the other Party and to take no action that would in any way infringe or interfere with the other Party's rights in its Marks. Each Party agrees to cooperate fully with the other Party in facilitating the other Party's monitoring and control of the nature and quality of the use of the other Party's Marks. Neither Party will have any right, title or interest in the Marks of the other Party, which will remain its sole and exclusive property, and each Party will retain all goodwill inured through the use of their respective Marks and, thus, agrees to assign to the other Party any rights that such Party may acquire in the applicable Marks by operation of law or otherwise. At no time during or after the term of this MOU will either Party challenge or assist others to challenge the other Party's Marks or the registration thereof or attempt to register, use or permit the use of any trademarks, marks or trade names confusingly similar to those of the other Party.
- 4.3. Infosys grants Partner a non-exclusive, limited, revocable, non-transferable, non-sublicensable license during the term to access and use Infosys Springboard and Infosys Content within the territory of India for educational and non-commercial purposes. Partner agrees not to distribute, transmit or publicly display any Infosys Content or any derivative work of Infosys Content to any third party unless otherwise agreed in this MOU. Partner agrees to retain all copyright or other notices fixed on any Infosys Content.
- 4.4. All Intellectual Property Rights in Partner Content will be retained by Partner. Partner represents and warrants that it has the necessary rights, licenses or consents to upload the Partner Content and to authorize end users of Infosys Springboard to access the Partner Content.
- 4.5. If Partner chooses to make the Partner Content available only to its authorized users, Partner grants Infosys a non-exclusive, worldwide, royalty free license during the term of the MOU to host and display the Partner Content to authorized users of Partner through Infosys Springboard. In the event Partner chooses to make the Partner Content available at all the users of Infosys Springboard, Partner grants Infosys a non-exclusive, worldwide, royalty free, sublicense, perpetual license to host, copy, store, transmit or publicly display the Partner Content.
- 4.6. Partner agrees that Infosys has the right to remove the Partner Content from Infosys Springboard in the event Infosys receives any written notice or grievance from any third-party alleging infringement of its Intellectual Property Rights or violation of any privacy rights of that third party resulting from the Partner's Content.
- 4.7. Partner agrees to indemnify, defend and hold harmless Infosys, its Affiliates, directors, officers, employees, representatives, and agents for any losses, damages, or expenses incurred by Infosys (including reasonable attorney fees) against: (i) any third party claim arising from the PARTNER's Content; (ii) breach of any warranties including implied warranties contained in this

MOU by Partner; (iii) breach of confidentiality, data privacy and/or security obligations under this MOU, by Partner.

Infosys agrees to indemnify, defend, and hold harmless Partner, its Affiliates, directors, officers, employees, representatives, and agent for any losses, damages or expenses incurred by Partner (including reasonable attorney fees) against any third-party claims (i) arising from the Infosys breach of intellectual property rights ; and (ii) breach of confidentiality, under this MOU. If any infringement claim is made or the same appears as a just claim concerning Infosys' Content, Infosys shall modify Infosys' Content so that is no longer infringing; or replace it with a non-infringing Infosys' Content.

THE INDEMNIFICATIONS STATED HEREIN ARE WITHOUT PREJUDICE TO THE INDEMNIFICATIONS THAT PARTNER HAS PROVIDED ELSEWHERE IN THIS MOU.

4.8. Partner agrees not to do, and not to allow or authorize any of its instructors or third party to do, any of the following:

- a. Use Infosys Springboard in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the services provided by Infosys Springboard, or that could damage, disable, overburden or impair the functioning of the Infosys Springboard;
- b. Harvest or collect information about other users, including their email addresses or any other personal details, without their consent;
- c. Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access Infosys Springboard or to extract data from Infosys Springboard;
- d. Reverse engineer any aspect of Infosys Springboard or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of Infosys Springboard (except as otherwise expressly permitted by law);
- e. Use or attempt to use any account for which the Party does not have authorization;
- f. Impersonate or post on behalf of any person or entity or otherwise misrepresent the Party's affiliation with a person or entity;
- g. Attempt to circumvent any content filtering techniques Infosys employs, or attempt to access any service or area of Infosys Springboard not authorized to access by the Partner;
- h. Engage in any harassing, intimidating, predatory or stalking conduct;
- i. Develop any third-party applications that interact with Infosys Springboard without our prior written consent;
- j. Use Infosys Springboard for any illegal or unauthorized purpose or engage in, encourage or promote any activity that violates these Terms; and
- k. Upload any Content which is defamatory, obscene, pornographic, pedophilic, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libelous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force

5. TERM

This MOU shall become effective on the last date of signing of this MOU ("Effective Date") and shall continue for a period of 5 (Five) years.

The Parties shall be entitled to terminate this MOU at any time by giving 30 days written notice of such termination to the other Party. Nothing in this MOU shall prevent the Parties from terminating

this MOU immediately if there occurs a material breach of the terms and conditions mentioned herein.

Upon completion, termination or expiration of this MOU, Partner will, in addition to any other obligations of Partner on completion, termination or expiration:

- (i) Cease all performance of the completed or terminated Services and furnish and return to Infosys all access of Infosys Springboard;
- (ii) Return to Infosys all copies of any Confidential or Proprietary Information of Infosys related to the completed or terminated Services and cease all use of these materials; Partner shall also certify to Infosys that it has complied with such obligations.

6. EXPENSES

Each Party will bear the costs and expenses of its performance under this MOU, unless agreed otherwise by the Parties in writing.

7. REPRESENTATION AND WARRANTIES

Partner represents and warrants that:

- (i) in the execution of this MOU, Partner shall comply with all applicable laws, regulations and ordinances;
- (ii) Partner shall not subcontract any part of the Services without prior written approval of Infosys.
- (iii) that the Partner Content will not contain any viruses or worms, bugs, disabling devices or any devices that will disrupt, disable, harm, impede or otherwise interfere with the Services of Infosys or allow unauthorized access into Infosys systems or hardware.

Infosys represents and warrants that:

- (i) the Services will be performed consistent with generally accepted industry standards in a professional and workmanlike manner;
- (ii) in the execution of this MOU, Infosys shall comply with all applicable laws, regulations, and ordinances, related to Prevention of Corruption Act, 1988; UK Bribery Act, 2010 and US Foreign Corrupt Practices Act, 1977.

Except as otherwise expressly set forth in this MOU, neither Party makes any warranties, guarantees or representations of any kind, express or implied, including without limitation any implied warranty of merchantability or fitness for a particular purpose.

8. LIMITATION OF LIABILITY

Except for claims/ loss/ damages arising due to breach of Section 2 (Confidential and Proprietary Information) and 9(g) (Non-Hire), and use/ breach of any intellectual property rights; for claims arising from any willful misconduct, fraud, misrepresentation, and or violation by Partner of any laws, rules, ordinances, or regulations; and any other liability which cannot be excluded under law, Partner shall not be liable to the other Party for damages, whether in contract, tort or otherwise, arising out of or in connection with this MOU. Further, Infosys shall not be liable to the other Party for damages, whether in contract, tort or otherwise, arising out of or in connection with this MOU. In no event shall either Party be liable for any indirect, special, incidental, consequential, punitive, tort or other damages, however caused, including, without limitation, any damages resulting from loss of use, loss of data, loss of profits or loss of business arising out of or in connection with this MOU, or of

any other obligations relating to this MOU, whether or not the Party has been advised of the possibility of such damages.

9. NOTICES

All notices to be given in connection with this MOU shall be effective upon receipt, shall be made in writing and shall be sufficiently given if personally delivered or if sent by courier or other express mail service, postage prepaid, addressed to the party entitled or required to receive such notice at the address for such party as follows:

To Partner:

Attention: **Prof. Sanjay S Pawar**
Title: **Principal, Dr. B C Roy Engineering College, Durgapur**
Address: **Jemua Road , Fuljhore, Durgapur-713206, West Bengal**

To Infosys:

Infosys Limited

Attention: **Mr. Thirumala Arohi**
Senior Vice President and Head, Education Training and Assessment
Address: **Plot No. 44 & 97A, Electronics City, Hosur Road, Bangalore – 560100, India**

With a copy to:

Attention:
Department: **Legal Department**
Address: **Plot No. 44 & 97A, Electronics City, Hosur Road, Bangalore – 560100, India**
Phone : **+91 80 28520261**

Either Party may change such address by notice to the other Party.

10. GENERAL PROVISIONS

- a. **Independent Contractors.** It is expressly understood that Infosys and Partner are contractors independent of one another, and that neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto.
- b. **Force Majeure:** Each Party shall be excused from any failure to perform or any delay in performing its obligations under this MOU by reasons which arises from causes beyond a Party's reasonable control and not occasioned by its fault or negligence including but not limited to natural disasters, terrorist activities, government sanctions, economic sanctions, trade sanctions, embargo, actions or decrees of governmental bodies, communication line failures not the fault of the affected Party (hereafter referred to as a "Force Majeure Event"). A Party affected by the Force Majeure Event shall notify as soon as practicable the other Party of the occurrence of such event.
- c. **Compliance with Laws:** Each Party will comply with all applicable laws, rules and regulations in its performance of this MOU.
- d. **Assignment:** Neither Party will have the right to assign or otherwise transfer its rights or obligations under this MoU without receiving the express prior written consent of the other Party, such content not be unreasonably withheld. Notwithstanding the above or any contrary

provision contained in this MoU, the Parties shall have the right to assign this MOU, in whole or in part, to any of their affiliates, parents or subsidiaries, or to any successor by way of merger, consolidation or acquisition of a substantial amount of the assets of said corporation or its parent company.

- e. **Dispute Resolution and Arbitration:** In the event of any dispute arising out of or in connection with this MOU, the Parties will attempt in good faith to resolve such dispute through negotiations between them. Where the parties are unable to resolve a dispute by means of negotiation, the dispute shall be finally settled by arbitration conducted in accordance with the rules of the Arbitration & Conciliation Act, 1996 as in effect on the Effective Date of this Agreement. Such disputes will be resolved by a single arbitrator appointed by the parties after mutual agreement. The seat of arbitration will be Bangalore India. The language of the arbitration will be English. Each party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrators may, in their discretion, award costs and fees to the prevailing party. Judgment upon the award may be entered in any court having jurisdiction over the award or over the applicable party or its assets.
- f. **Governing Law:** This MOU, and any dispute arising from the relationship between the parties to this MOU, shall be governed by laws of India, excluding any laws that direct the application of another jurisdiction's laws.
- g. **Non-Hire:** Except as otherwise expressly agreed to by the other Party in writing, Partner agrees not to directly or indirectly or through third parties solicit or hire for employment any of other Party's employees involved in the provision of Services under this MOU during the term of this MOU and for a period of one (1) year following its completion or termination.

IN WITNESS WHEREOF, the parties have executed this MOU by their authorized representatives as of the date first written above.

For Infosys Limited

Date : 15.11.2023
Place : Bangalore
Name : Mr. Thirumala Arohi
Title : Senior Vice President and Head


Education Training and Assessment


Signature (with seal)

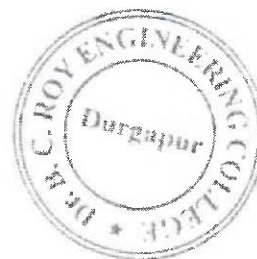
Senior Vice President
Head-Education, Training & Assessment
INFOSYS LIMITED
44, Electronics City, Hosur Road
BANGALORE - 560 100 INDIA

For Partner

Date : 05.09.23.
Place : Durgapur
Name : Prof. Sanjay S Pawar.
Title : Principal, Dr. B C Roy Engineering
College, Durgapur


Signature (with seal)
Principal

Dr. B. C. Roy Engineering College
DURGAPUR



SCHEDULE A

Infosys Springboard Scope and Details of the Services

Infosys has launched Springboard initiative to accelerate progress on its ESG goal to expand digital re-skilling initiatives to 10 million plus people by 2025. As part of Infosys CSR, Infosys Springboard provides a curriculum-rich virtual platform that delivers corporate-grade learning experiences, on any device, with closer educator-learner collaboration for students from Class 6 to lifelong learners. This, alongside formal education, helps accelerate digital re-skilling for participating learners, ranging from school and college students to professionals and adults.

Infosys Springboard's holistic set of courses, powered by Infosys Wingspan and developed in collaboration with world-leading digital content providers, takes advantage of Infosys' 4 decades of rich experience in employee and broad-based student competency development. It is also fully aligned with India's National Education Policy 2020. The learning program is particularly well-suited to grow vocational skills in addition to soft skills. Master-classes, programming challenges, practice areas and playgrounds for experimentation make the training immersive for all. The assessment formats that follow are new-age ready with certification for learners who pass the virtual proctored examination. As of March 2023, nearly 53 lakhs learners and 2000+ education institutions, NGOs and support groups are already onboard Infosys Springboard.

Infosys Springboard empowers:

- Students to 'learn by doing' and develop holistically in preparation for emerging jobs and career opportunities
- Women with a focused learning micro site, specialized resources and expert mentors for holistic development as planned and scheduled events
- Working professionals with advanced digital skills to prepare them for new age and emerging roles of future.
- Teachers to better collaborate with learners on their skilling journey using the platform's engagement features
- NGOs to extend learning benefits more broadly, especially to the underserved sections of society

Infosys Springboard will further amplify ongoing programs like Infosys Campus Connect to deepen industry-academia relationships, Infosys Catch Them Young annual training program in Information Technology for high school students and Aspire and Achieve workshops for aspiring professionals. Infosys Springboard App is now available on both Play Store and App Store.

Following are some of the new learning initiatives and capabilities launched recently.

- Infosys CodersZen, for learning programming languages Java, Python, C#, JavaScript and more.
- Virtual / digital classroom capabilities which can be leveraged by the institutions to conduct their regular online classes.
- Video Proctored Exam / Assessments environments which can be used by institutions to conduct online test.

All of the above features including Telemetry, customized microsite, Virtual Digital Classrooms and Video proctored Exam environments are available for institutions to leverage.

College students have access to quality content in professional programming, Playgrounds for all emerging technologies, domain skills and project management skills from leading content providers in the world. They also have access to certification programs which will improve their employability.

The Parties will work together to develop a plan for performing the Services contemplated under this MOU. The plan may include, among other things, conducting joint branding and marketing calls, joint presentations, developing branding and development proposals, determining user interface strategy and user needs.

SCHEDULE B

Faculty Enablement Program

Human capital has been amplified through focus on Work, Workplace, and Workforce. Through Infosys Springboard, we attempt to share with you the Infosys way of building a Culture of Lifelong Learning over the years, our trials and experiments, our learning and progress. It covers Learning Experience, an introduction to Learning Platforms, and the way features work their magic along with advanced telemetry. Infosys has clarity of vision and strategy for future of learning and adoptions of technology in learning.

The next generation of learning will require entire ecosystems to come together – from governments and institutions to enterprises and technology partners to managers and employees. At Infosys, we are focused on bringing these moving parts together to truly impact the way we up-skill and learn. We are making the world future-ready, and the Infosys Springboard is a step in that direction.

At Infosys, we believe in lifelong learning for our employees, and competency development continues to be a key area of strategic focus for us. The formal Education and Training Division was set up more than three decades ago and has been at the forefront of driving employee learning and development programs using a combination of innovative technology, content, and deep expertise of our people.

Today with emerging technologies, new delivery models, changing talent demographics, geopolitical challenges, and now the COVID-19 situation and its aftermath are some of the forces disrupting and changing the talent needs of every industry. In this context, following are the core principles that have guided us in our talent transformation journey. We believe same thing is applicable for educational institutes at large

1. **Motivating to learn:** To be successful in driving this transformation, we had to ensure all barriers to learning are removed. This would ensure learners are able to access resources anytime, anywhere, and on any device – thereby taking complete control of how they want to manage their learning journey.
2. **Leveraging the Teacher-Student relationship:** For learning efforts to be effective, we saw a need for creating an active role for teachers in supporting and guiding their students in their learning journeys.
3. **Just-in-time Learning:-** Trends indicated that people prefer to learn on the go, at their convenience, and just-in-time of the need. For this to happen, content had to be organized in micro-learning modules and thus meet the needs of different personas within the institution.
4. **Learning experience:** Most learners are used to digital experiences on platforms like Netflix, Amazon Prime shopping, YouTube, etc. Digital learning solutions that we set out to develop also had to be designed to provide such experiences.
5. **Ready for the future while delivering excellence today:** The Agile ways of working marked by shorter and continuous release cycles meant that there is a need to balance today's challenges with tomorrow's opportunities. Learning programs and courses had to be designed to meet these needs.

Teachers and educators play a pivotal role in enabling and preparing the students for their career aspirations. Infosys Springboard will make this process efficient and intuitive.

Professors and faculty members of Partner can make use of Infosys's expertise and Springboard platform as follows to amplify the impact:

- The faculty development program will consist of series of sessions on the following aspects
 - "Facilitate to Engage "course towards effective teaching techniques.
 - Instructional design and content creation.
 - Introduction and awareness to emerging and digital technologies
 - How to leverage online platform for effective learner engagement
 - Authoring courses and assessments on online platforms.
- The program will be delivered online virtually by Infosys experts.
- In addition, faculty can up-skill themselves and learn new skills through the courses available on Springboard platform.
- Faculty can conduct Virtual classes on the platform and conduct online assessments for their students.
- Faculty can use the courses available on springboard for including in the curriculum and as elective subjects.
- Faculty can create Microsites for their respective institutions and curate prescriptive content for their students.
- Faculty can create their own profile and learning reference materials and discussion forum through knowledge board feature.

SCHEDULE C

PRIVACY & DATA PROTECTION AGREEMENT On the Processing of Personal Information/Data by Contract ("Data Processing Agreement"/ "DPA")

By and Between

Infosys Limited (and their subsidiaries, parent, and affiliates) with its registered office at Plot No. 44 & 97A, Electronics City, Hosur Road, Bangalore-560100, India (hereinafter "**Infosys**")

And

Dr. B C Roy Engineering College, Durgapur (and their subsidiaries, parent, and affiliates) with its registered office at **Jemua Road, Fuljhore, Durgapur - 713206, West Bengal** (hereinafter "**Partner**").

1. Definitions:

- i. **'Personal Data/information'** (hereinafter "PI/ PII") shall mean any information/data relating to an identified or identifiable natural person ('data subject'). For the purpose of this definition, PI may also include Sensitive Personal Information, as per Applicable Privacy Laws, including without limited to (i) a first name, last name, gender or initials; (ii) a home or other physical address, including street name and name of city or town; (iii) an email address or other online contact information; (iv) a telephone number etc. Additionally, to the extent any other information is associated or combined with PI, then such information also will be considered PI. PI may as well include information relating to legal entities, if so, required by the applicable law.
- ii. **'Applicable Privacy Laws'** refers to all laws, rules, regulations and standards that are designed to protect the privacy rights or privacy expectations of the Parties (the term includes all subsidiaries and affiliates of the Parties), their employees, clients and client - customers and any other third-party vendors.
- iii. **'Data Controller'** or **'Controller'** means the entity that determines the purposes and means of Processing of Personal Data, either alone or jointly with another entity.
- iv. **'Data Subject'** means any individual whose Personal Information is collected, used and/or processed under this DPA (Data Processing Agreement) for the purpose(s) as mentioned in MoU of the Parties. Explanation: list includes employees, clients, client customers, agents, contractors.
- v. **'Technical and Organizational Security Measures'** means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.
- vi. **'Personal Data Breach'** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
- vii. **'Processing'** or any other derivative thereof, means any operation or set of operations performed upon PI, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, blocking, erasure or destruction.

2. Processing of Personal Data:

- i. The parties agree that in connection with the main service agreement (hereinafter "Agreement"), Partner and Infosys shall each act as a independent data controller with regard to use and processing of personal information for the purposes contemplated by the Agreement. The Parties shall each comply with Applicable Privacy Laws directly applicable to their respective use of each other's Personal Information, relating to the collection, use, processing, protection or disclosure of Personal Information, in the course of carrying out their respective obligations under this Agreement. Both Parties agree to negotiate in good faith to amend the DPA and the Agreement as necessary to address changes to Applicable Privacy Laws.
- ii. If Partner directly collects Personal Information from the data subjects and provides Infosys with Personal Information under this Agreement, Partner agrees, to provide all relevant notices through their affiliates and obtain any consent required, to share the information with Infosys and such notices and consents must sufficiently inform data subjects of the purposes for which personal information is collected. Infosys also agrees to make provisions on the Springboard so as to obtain requisite consent from each user.
- iii. Infosys agrees in respect of any such PI supplied to it by Partner that it shall: (a) only act as necessary for the purpose of rendering services warranted; (b) regarding the processing of such PI under this Agreement it shall ensure that appropriate Technical and Organizational Security Measures shall be taken against unauthorized or unlawful processing of PI and against accidental loss or destruction of, or damage to, the Personal Data; and (c) comply with any reasonable request made by Partner to ensure compliance with the measures contained in this Section. Infosys will not process, or refrain from processing, and act in a manner that puts Partner in breach under the Applicable Privacy Laws.
- iv. Nothing in this Agreement shall be deemed to prevent the Parties from taking steps it reasonably deems necessary to comply with the Applicable Privacy Laws.
- v. For the purposes of this DPA, "Applicable Privacy Laws" means all laws, codes, statutes, rules and regulations with which each Party is legally obliged to comply during the term of this Agreement.
- vi. Partner by signing this DPA agreement agrees /provide their consent for any transfer of PII outside India or to any third party for the purpose of the Services contemplated under this MOU.


The undersigned represent that they are duly authorized representatives of the parties and have full authority to bind the parties.

For Infosys Limited

Date : 15.11.2023
Place : Bangalore
Name : Mr. Thirumala Arohi
Title : Senior Vice President and Head
Education Training and Assessment

For Partner

Date : 05.09.23
Place : Durgapur
Name : Prof. Sanjay S Pawar.
Title : Principal, Dr. B C Roy Engineering
College, Durgapur


Signature (with seal)

Senior Vice President
Head-Education, Training & Assessment
INFOSYS LIMITED
44, Electronics City, Hosur Road
BANGALORE - 560 100 INDIA


Signature (with seal)
Principal

Dr. B. C. Roy Engineering College
DURGAPUR



SCHEDULE D

Logos

Infosys | Springboard



1. UNDERSTANDING

Both the parties under this MoU have agreed to collaborate with each other as below by offering students/professionals/participants online courses in various niche and emerging career opportunities.

A. Commitment from BCREC

1. BCREC to support AEM with adequate digital/online infrastructure (ZOOM/Google Meet/Google Classroom) to conduct the courses.
2. BCREC to take up effective communication/marketing of the courses to the student community by encouraging them to enrol for such courses.
3. As co-signatory BCREC will provide the participants of the courses "Certificate of Completion" wherever deemed necessary.
4. BCREC will provide video recording of the online classes/session to participants of the courses wherever necessary.
5. BCREC will extend support to AEM in creating/producing digital marketing materials for the courses.

B. Commitment from AEM

1. AEM will design and structure the curriculum of the certificate courses in consultation with BCREC.
2. AEM will provide all the "Resource Persons/Experts" who will conduct classes/sessions for all of the courses they design.
3. AEM will provide course material for all the courses they design.
4. AEM will extend support to BCREC in creating/producing digital marketing materials for the courses.
5. AEM will take up effective communication/marketing of the courses to the student community by encouraging them to enrol for such courses.

2. INTELLECTUAL PROPERTY RIGHTS

Each party shall continue to own the intellectual property developed prior to or independently of this Memorandum of Understanding.

All rights, titles and interests in and to the material used by AEM in the provision of the Services of this Agreement shall exclusively belong to AEM or its licensors ("AEM Proprietary Material").

Any and all Intellectual Property Rights with respect to the Services and the AEM Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to AEM or its licensors and BCREC shall not be entitled to claim any rights therein.

All rights, title and interests in data of BCREC shall always remain with BCREC.

BCREC agrees that AEM shall have the right to list BCREC name in its marketing material and use BCREC logo with respect to such listing and for reference purposes related to the said courses only being provided to students of BCREC. Likewise, BCREC may utilize AEM logo for outreach to students.

BCREC acknowledges that the provision of the Services hereunder by AEM shall be on a non-exclusive basis. AEM shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either

Signature

Signature

existing or future. Nothing herein shall restrict AEM from providing such services or performing such obligations to its other clients.

PRECLUDED FROM:

The parties agree that they are not bound exclusively by this memorandum. They will be at liberty to enter into any other agreements or arrangements with any third party without reference to the other party in this MoU on the similar program (s).

3. CONFIDENTIALITY

During the term of this MoU, each Party may disclose to the other its Confidential Information. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information or information which by its nature is confidential.

Exceptions are:

- (a) Previously known to the receiving party at the time of disclosure, or
- (b) Independently developed by or for the receiving party and not derived from the Confidential Information supplied by the disclosing party or by individuals who have had access to Confidential Information of the other,
- (c) Disclosed to the receiving party by a third party without an obligation of confidentiality or
- (d) Available in the public domain [other than as a result of a breach of this MoU];
- (e) Required to be disclosed by the receiving party by law, regulation, court order or other legal process

The receiving party shall hold such Confidential Information in strict confidence perpetually for the disclosing party and shall not use it unless they are authorised by the disclosing party in writing. Upon the disclosing party's written request at any time, or following the completion or termination of this MoU, the receiving party shall promptly return to the disclosing party, or destroy, all Confidential Information of the disclosing party provided under or in connection with this Agreement including all copies, portions and summaries thereof.

4. COSTS

This MoU does not constitute any component of financial obligation on BCREC and AEM as well as on the participants of any of the online certificate courses being organised by BCREC in collaboration with AEM. The cost for the services (as mentioned under commitment on AEM) provided by AEM to BCREC in conduct of such courses will be fixed on course to course basis and a separate agreement would be drafted for such specific courses between both parties from time to time.

5. TERM

This MoU shall be valid from the Effective Date 11.06.2024 and shall remain in force for 60 months from the Effective date, unless terminated earlier by either Party as provided herein below. Either party may terminate this MoU by giving thirty (30) days' notice to the other party. On termination, each party shall return to the other party all such confidential and proprietary information, documents and reference material of the other party in its possession. All such obligations and terms of this MoU that are required to survive the termination of this MoU shall survive such termination.



6. PERIODIC REVIEW

The Parties agree that the person's nominated here as the point of contact for each party (or their respective nominees) shall meet at _____ BCREC, Durgapur _____ or in between if required, as per a mutually agreed time schedule.

Point of Contact of BCREC – Name: Dr. Arindam Ghosh
Designation: Associate Professor
Email ID: arindam.ghosh@bcrec.ac.in
Phone: 9233300909

Point of Contact of AEM - Name: Tuhin Sinha
Designation: Founder & CEO
Email ID: sinhatuhin1@gmail.com
Phone: 9830075018

7. RELATIONSHIP OF THE PARTIES

Neither this MoU, nor any activities described here, shall be construed as creating a partnership, joint venture, franchise, agency or other such relationship. Neither party is authorised, in any manner, to make any commitment on behalf of or to bind the other Party. BCREC acknowledges that certain services AEM may require from its sub-contractors for providing services to BCREC.

8. LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party in connection with this MoU or the subject matter of this MoU, whether in an action in contract or tort or any other legal theory, even if the party has been advised of the possibility of such damages

9. ARBITRATION

Except as hereinbefore provided, all disputes arising out of or in connection with this MOU shall be referred to the sole arbitration of a person nominated and mutually agreed by both the parties and designated as the Arbitrator. The arbitrator's verdict shall be final and binding on both BCREC and AEM. From time to time, with the consent of both BCREC and AEM, the Arbitrator may enlarge the scope and time for making and publishing the verdict awarded.

10. NOTICES

All notices, requests, demands and other communications under this MoU or in connection herewith shall be given to or made upon the respective Parties as follows:

To AEM: Attention: AEM Technologies,
Contact Person – Tuhin Sinha
Tarapur Main Road, Agarpara, Opposite More Supermarket, Kolkata - 700109, WB
Phone Number – 9830075018
Email ID – sinhatuhin1@gmail.com

To BCREC: Attention: Dr. B. C. Roy Engineering College, Durgapur (BCREC)
Contact person – Dr. Arindam Ghosh.
Jemua Road, Fuljhore. Durgapur – 713206

Sinha

Phone Number: 9233300909
Email ID: arindam.ghosh@bcrec.ac.in

All notices, requests, demands and other communications given or made in accordance with the provisions of this MoU shall be in writing by letter or e-mail.

11. NON SOLICITATION

During the term of this MoU and for a period of twelve (12) months thereafter, each Party agrees not to hire, recruit, solicit or otherwise employ any employee of the other party involved in the performance of its obligations pursuant to this MoU.

IN WITNESS WHEREOF, the parties hereto have signed this agreement on date 11.06.2024 at place BCREC, Durgapur

For

Dr. B. C. Roy Engineering College, Durgapur

AEM Technologies

Name – Prof. Sanjay S Pawar.

Designation- Principal, BCREC, Durgapur

Name – Tuhin Sinha

Designation – Founder & CEO

Witnesses have put their signature in presence of the above mentioned parties.

Witness 1:

Witness 2:

Name AMITABHA MANDAL

Designation Asst. Professor, CSE Dept.

Name APRATIM GUHA

Designation SR. FACULTY.

Welcome to the Red Hat Academy Learning Platform

1 message

Red Hat Training <no-reply@redhat.com>

To: arindam.ghosh@bcrec.ac.in

Cc: APAC-RHA-BDM@redhat.com

Wed, Dec 13, 2023 at 8:42 PM

**Red Hat
Academy**

Red Hat Academy

Dear Dr. Arindam,

Welcome to Red Hat Academy! Congratulations on being accepted as one of our partners. We are excited to have you in our elite group of affiliated high schools, colleges and universities.

To get started, please follow these instructions:

1. Login to the Red Hat Academy Learning Portal using your RHN ID: arindam.ghosh@bcrec.ac.in
2. Navigate to the Manage Academy Instructors page.
3. Update your contact information.
4. Start adding instructors who will be teaching at your university.

After accessing our portal, review the following materials, under the Get Support section:

- Portal features
- Steps to set up new faculty or student user
- How to set up labs
- Welcome to the program

If you have any questions, please reach out to a member of our team at APAC-RHA-BDM@redhat.com. We cannot wait for you and your students to start your learning journey with Red Hat!

Thank you,

Red Hat Academy team

Whom Ever So It May Concern

1. Project Title: Low Power VLSI Chip Design for Consumer Electronics Product.
2. Duration: 3 Years
3. Name of End User Organization: **Entuple Technologies Pvt Ltd, # 2730, 'Trikanika', 80 Feet Road, # 2730, 'Trikanika', 80 Feet Road, HAL 3rd Stage, Indiranagar, Bangalore - 560 038**
4. Brief Business/Organization Profile: Head Quartered at Bangalore, India, Entuple Technologies was Founded on 1st January 2010 by professionals with a combined experience of over 80 years in the electronics Industry. Combined from the words "Enable" and "n-tuple", Entuple is suggestive of enabling multi-dimensional possibilities and growth for all our stakeholders.

The management team with its experience in different sectors such as Aerospace & Defence, Small & Medium Business, Research & Academia has joined together to build a world class team of Next Generation Solution Enablers in system design technologies. Partnering with technology leaders in such areas we also bring together a dynamic eco-system for our customers.

India being one of the emerging markets has been identified as the breeding ground of leading R&D initiatives in multiple domains. Entuple is committed to bridge the ever-growing gap in the industry by bringing in expertise to meet technological challenges by introducing cutting edge platforms, tools and solutions.

5. Roles & Responsibility defined under the Project: Low Power VLSI Chip Design for Consumer Electronics Product
6. I have gone through the Project Proposal submitted by Dr. Tribeni Prasad Banerjee of Dr. B. C. Roy Engineering College, Durgapur, for MeitY funding and noted the obligations and terms and conditions. I understand the responsibilities indicated in our name as stated below:
 1. Student & Faculty development by Training (online/Offline) in the field of VLSI.
 2. Internship (online/offline) in the field of VLSI.
 3. Necessary Support of Govt R&D projects (in the field of VLSI) submission as an Industry partner and implementation
7. I hereby affirm that my Organization/Industry is committed to participate in the Project to the full extent as indicated in the Project Proposal. A summary profile of my organization is given above

Date:15-02-2022
Place: Bangalore

(Head of the End User Organization)

Seal/Stamp



Entuple Technologies Pvt. Ltd.

#2730, "TRIKANNIKA" 80 Feet Road, Opp CMH Hospital, HAL III Stage, Indiranagar, Bangalore - 560038, INDIA

+91 80 61222600, 080-42028111 +91 80 30723692 ask@entuple.com

www.entuple.com

To

Dr. Tribeni Prasad Banerjee
Assistant Professor (ECE Department)
Dr. B.C.Roy Engineering College, Durgapur
FhulJhor, Jemua Road, Durgapur-713206

Re: Industry feedback

Dear Madam,

In line with the development of cooperation in accordance with our Mutual interests in developing programs of academic and Industrial training. In year of 2021-2022, total number of 35 students have completed their industrial training with us.

Further to this, we are glad that we intent to work with on the MOU for

1. Student & Faculty development by Training (online/Offline) in the field of VLSI.
2. Internship (online/offline) in the field of VLSI.
3. Necessary Support of Govt R&D projects (in the field of VLSI) submission as an Industry partner and implementation.

Please contact the undersigned for more information or details.

Thanking you

Yours Sincerely

John


Date: - 11th February 2022

To,
Principal & HOD (ECE)
Engineering Department
Dr. B.C.Roy Engineering College, Durgapur
Coordinator of MODROB-REG proposal VLSI Lab (Phase II)
[under F.No. 9-11/IDC/MODROB- REG/Policy-1/2021-22]

Kind attention: - Prof. Aloke Saha & Prof Tribeni Prasad Banerjee of Electronics and Communication

Subject: - Industry academic Collaboration Letter

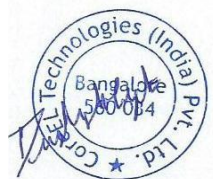
Dear Sir,

Greetings!

Kindly refer to the below Industry Contributions to the Institute: -

- CoreEL will impart faculty development programs on Technologies and methodologies and other topics of interest to faculties/staffs on regular intervals on request of **Dr. B.C. Roy Engineering College**. This will be at discounted rates.
- CoreEL will offer advanced training programs to students of **Dr. B.C. Roy Engineering College** on emerging technologies and design flows/methodologies to get them acquainted with the skills required by the industry. Such training programs shall be provided by CoreEL at reduced rates compared to its standard prices.
- CoreEL will offer valuable Industry Perspective inputs to **Dr. B.C. Roy Engineering College** in the area of curriculum upgrade and enhancement.
- CoreEL may consider offering internships to **Dr. B.C. Roy Engineering College** students within CoreEL and may provide assistance in getting internships to students with some of its large customers.
- The Parties shall conduct joint Technical Seminars, Workshops and Conferences for increasing the awareness of technology in colleges.
- CoreEL shall provide training opportunities to **Dr. B.C. Roy Engineering College** staff at Sandeepani, training division of CoreEL at discounted rates.

Yours truly,



DUSHYANT GUPTA
Associate Manger- EAST
CoreEL Technologies (I) Pvt Ltd

Date: 24/4/2024

To whomsoever it may concern:

We are writing to express our sincere appreciation for the collaboration and support extended by the Electronics and Communication Engineering Department of Dr. B.C.Roy Engineering College, Durgapur in fostering a mutually beneficial industry academia partnership between our organization and the academic community.

At CoreEL Technologies (I) Private Limited, based in Bangalore are grateful for the generous support provided by AMD Xilinx in establishing the AICTE Sponsored VLSI Lab under AICTE-MODROB Scheme in Electronics and Communication Engineering Department of Dr. B.C.Roy Engineering College, Durgapur "VLSI Lab (Phase-II) [File No.: 9-II /IDC/MODROB- REG/Policy-1/2021-22]". We recognize the importance of bridging the gap between industry and academia to drive innovation, knowledge exchange, and skills development in the field of VLSI. The contributions made by Dr. B.C.Roy Engineering College, Durgapur have been instrumental in facilitating this collaboration and advancing our shared goals.

As we continue to strengthen our partnership, we are excited about the potential for further collaboration and the opportunity to make meaningful contributions to the academic and professional development of students and to complete the Project the Industry Contribution has been supported by AMD Xilinx which supports academia in setting up technology labs used for academic research startup programs.

Industry Contribution under this Project for this specific Scheme is [File No.: 9-II /IDC/MODROB- REG/Policy-1/2021-22] shown below:

Sl. No.	Industry Contribution	No of Units	Approx Cost (Rs)
1	Mentor Graphics HEP1 and HEP2	10 user Licence	4,00,000.00
2	Analog Discovery 2: 100MS/s USB Oscilloscope & Logic Analyzer	1	38,704.00
3	KRIA KV260 Vision AI Starter Kit	1	55,165.00
	Total		4,93,869.00

Once again, we extend our heartfelt gratitude to Dr. B.C.Roy Engineering College, Durgapur for their continued support and collaboration. We look forward to exploring new avenues of cooperation and creating lasting value together.

Thank you for your commitment to excellence and innovation.

**Yours faithfully,
For CoreEL Technologies (I) Private Limited,**



**Authorized Signatory:
Sadiya Arshad,
Director – Sales, Education & Skill Development,
Mail Id: sadiya.a@coreel.com**

WHOM SO EVER CONCERN

This Memorandum of Understanding/Agreement (hereinafter referred to as MoU for convenience) is entered into on of 23/12/2016.

Between

DR.BC ROY ENGINEERING COLLEGE, DURGAPUR

And

CoreEL Technologies India Pvt. Ltd., having registered office at 21, 7th Main, 1st Block, Koramangala, Bangalore-560034 and herein after unless the context otherwise requires be referred to as ("CoreEL")

1. Introductory: Partnership Objective

1.1. CoreEL is a Synergistic Value Added Technology Products and Solutions Provider in India. CoreEL develops standard and custom system level products to Industry, provides Solutions to Industry & provides Learning Solutions to Educational Institutions. CoreEL serves five vertical markets with its products and solutions. These markets are Defense & Space, Broadcasting & Professional Video, Education, Telecom & Networking and Security and Surveillance. All CoreEL Solutions will have High Technology content and uniqueness, with its ability to provide diversity of products and solutions around these products.

2. DR.BC ROY ENGINEERING COLLEGE, is a Leading College of Repute in DURGAPUR, West Bengal, India and offers advanced teaching & research programs in the field of Engineering & Technology.

2.1. The Parties wish to cooperate with each other for mutual benefit.

3. Benefits

3.1. The Parties contemplate that they will benefit from this alliance as follows:

3.2. Benefits to DR.BC ROY ENGINEERING COLLEGE, DURGAPUR

3.2.1. Opportunity to engage with the Industry on a regular basis to understand the needs of the industry and accordingly update the syllabus.

3.2.2. Opportunity to upgrade the infrastructure in information technology-related topics.

- 3.2.3. Opportunity to collaborate with the industry for research programs, projects and student internships in the above fields.
- 3.2.4. Opportunity to procure various industry standard hardware and software tools pertaining from a single reputed organization on a need basis and save time consumed in commercial negotiations, leading to greater availability of time for teaching or student development programs.
- 3.2.5. Faculty development programs for teaching staff, advanced training to students.
- 3.2.6. Strengthening of the brand equity of the institution.
- 3.2.7. Improved marketability of students.

3.3. **Benefits to CoreEL**

- 3.3.1. Sets a framework for the procurement of the industry standard hardware and software tools marketed by CoreEL by the institution.
- 3.3.2. Makes available a pool of trained engineers for hiring by CoreEL or CoreEL's customers who use similar software and hardware.

4. **Activities**

- 4.1. In order to implement the objectives of this MOU, the Parties contemplate the following activities to be undertaken by them.
 - 4.1.1. DR. BC ROY ENGINEERING COLLEGE, DURGAPUR, shall, from time to time, place orders for and purchase one or more of CoreEL's hardware and/or software products. A current list of such products will be sent on demand for setting related Labs. Subject to CoreEL's terms of supply and any third party terms of service, license agreements or other contracts, CoreEL shall supply such products to Bannariamman Institute of Technology, Sathy and its affiliated colleges at discounted rates. Bannariamman Institute of Technology, Sathy shall communicate this to all its affiliated colleges. The duration of such agreement can be extended on mutually agreed basis. Any change of pricing from Principal Company of the software/Hardware will be updated by CoreEL to Bannariamman Institute of Technology, Sathy.
 - 4.1.2. CoreEL will set up Centre of Excellence or Nodal Centre for Labs with mutual agreement and this Lab would be named-for **CoreEL Center of Excellence**. CoreEL will help Bannariamman Institute of Technology, Sathy to impart certified training programs for students in weekends, summer holidays; evening classes etc. The students will

benefit from this as they will have a course completion certificate, project completion certificate and this will help them in getting a job in the industry

- 4.1.3. CoreEL will impart faculty development programs on Technologies and methodologies and other topics of interest to faculties/staffs of Bannariamman Institute of Technology, Sathyat regular intervals on request of Bannariamman Institute of Technology, Sathy. This will be at discounted rates.
- 4.1.4. CoreEL will offer advanced training programs to students of DR.BC ROY ENGINEERING COLLEGE, DURGAPUR on emerging technologies and design flows/methodologies to get them acquainted with the skills required by the industry. Such training programs shall be provided by CoreEL at reduced rates compared to its standard prices.
- 4.1.5. CoreEL will offer valuable Industry Perspective inputs to DR.BC ROY ENGINEERING COLLEGE, DURGAPUR in the area of curriculum upgrade and enhancement
- 4.1.6. CoreEL may consider offering internships to DR.BC ROY ENGINEERING COLLEGE, students within CoreEL and may provide assistance in getting internships to students with some of its large customers.
- 4.1.7. The Parties shall conduct joint Technical Seminars, Workshops and Conferences for increasing the awareness of technology in colleges affiliated to DR.BC ROY ENGINEERING COLLEGE, DURGAPUR on regular basis.
- 4.1.8. CoreEL shall provide training opportunities to DR.BC ROY ENGINEERING COLLEGE, DURGAPUR teaching staff at Sandeepani, training division of CoreEL at discounted rates.
- 4.1.9. DR.BC ROY ENGINEERING COLLEGE, DURGAPUR Faculties trained by CoreEL University Program can independently conduct training programs in "CoreEL Center of Excellence, Completion Certificate for all trainings will be issued by DR.BC ROY ENGINEERING COLLEGE, DURGAPUR Wherever necessary basic boards will be procured from CoreEL by DR.BC ROY ENGINEERING COLLEGE, DURGAPUR /concerned Trainee on recommendation of DR.BC ROY ENGINEERING COLLEGE, DURGAPUR during the training imparted by DR.BC ROY ENGINEERING COLLEGE, DURGAPUR .

- 4.2. A co-ordination committee consisting of two faculty members of DR.BC ROY ENGINEERING COLLEGE, DURGAPUR and two officers nominated by CoreEL shall be constituted to implement and give effect to the objectives of this MOU.

5. Process

Every time an activity is initiated under this MOU which requires any rendering of services, or supply or products, or both, from one Party to another, the Parties shall, depending on the nature of the transaction, the consideration reserved, liabilities assumed and such other factors, execute a binding purchase order (PO), work order (WO), license agreement or other definitive contract.

6. General

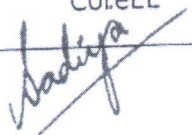
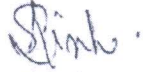
- 6.1. During their interaction under this MOU, the Parties may not disclose information of non-public nature which is valuable to each Party's business ("Confidential Information"). Use of Confidential Information shall be regulated by a non-disclosure agreement to be executed by the Parties. In the absence of such an NDA, the Party who is the recipient of Confidential Information shall keep confidential and not disclose to third parties such Confidential Information. Confidential Information shall be returned or destroyed upon written request by the party disclosing Confidential Information. All Confidential Information shall remain the exclusive property of the disclosing party or its licensors.
- 6.2. All rights, licenses and permissions to use any products supplied by CoreEL shall be regulated by the terms of such supply, including any applicable product license agreements.
- 6.3. Notwithstanding anything to the contrary, CoreEL's liability shall be limited to direct damages not exceeding the price of any products supplied or services rendered to DR.BC ROY ENGINEERING COLLEGE,

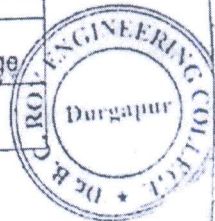
Between MEMORANDUM OF UNDERSTANDING
DR.BC ROY ENGINEERING COLLEGE, DURGAPUR

DURGAPUR and shall not extend to any indirect damages of any nature whatsoever, including but not limited to, special, incidental, consequential, or punitive damages or loss of profits.

- 6.4. This MOU may be terminated by either party without assigning reasons by prior written notice of 90 days.
- 6.5. Each Party shall take specific permission to use the name, logo and other trademarks of the other Party on its website, marketing collateral and other publications. Depiction of such trademarks shall be in accordance with trademark usage guidelines.
- 6.6. Each Party shall be an independent contractor to the other and shall not be an agent, joint venture, or partner of the other.
- 6.7. Disputes under this MOU shall be resolved by discussion between such senior management functionaries as the Parties may nominate for that purpose. If they fail to resolve a dispute amicably within 15 days of its commencement, the Parties shall refer the dispute to binding arbitration to a sole arbitrator at a place mutually agreed upon by both parties.
- 6.8. The MoU will be valid for a period of 5(five) years from the date of signing the MoU and can be renewed with mutual consent.

Signatures

	CoreEL	DR.B.C.ROY ENGINEERING COLLEGE, DURGAPUR
Signature		
Name	Sadiya Arshad	Prof. AMITABHA SINHA
Title	National Manager	Principal DR.B.C. Roy Engineering College DURGAPUR
Date		21/12/2016



ANNEXURE – A

[Current Product List of CoreEL]

1. XILINX/DIGILENT Range of Software and Boards(KITS)(ECE, EEE, CSE, TE, IT)
2. Mentor Graphics HEP 1, HEP2 and HEP 3 category of EDA software(ECE, EEE, CSE, IT)
3. Wind River's VX-works RTOS(ECE, EEE, CSE, IT)
4. Analog Devices(ECE, EEE, CSE, IT)
5. MATHWORKS-MATLAB (ECE,EEE,EIE,MECH,MECHATRONICS,AUTO,AERO)
6. Ansys(ECE,EEE,EIE,MECH,MECHATRONICS,AUTO,AERO,CIVIL)
7. Speed Goat(Real Time Control Simulation)(EEE, Power System)

The entire above list has generic training programs and also training programs which can be customized according to requirements.

Quotations for the same can be demanded according to requirements.
The salient feature of our university program :

We ar in University Segment for past 18 years catering to 2900 colleges all India.

We would like to bring across to you some of critical salient features of Our University Program to you

CoreEL Technologies is the AUTHORISED UNIVERSITY PARTNER FOR the following Organizations and products:

- ☐ *Xilinx*
- ☐ *Digilent*
- ☐ *Mentor Graphics*
- ☐ *MATLAB*
- ☐ *Speed goat*
- ☐ *Wind River VxWorks*
- ☐ *Analog Devises*
- ☐ *Ansys*

MEMORANDUM OF UNDERSTANDING
Between DR. B C ROY ENGINEERING COLLEGE

We have been Associated With SMDP (Special Manpower Development Program) a government of India Program wherein all IIT's, NIT's, IISC and top tier colleges are our esteem customers. We have been involved in SMDP 1, SMDP 2 and now also for SMDP 3. Till date 33 top TIER 1 colleges / Universities are associated with us and this will go up to 60 colleges for SMDP 3. We are also associated with TEQIP, MODROB, AICTE, UGC, FIST, DST etc. in regards of various funding.

For your awareness as an authorized company we makes sure of 24/7 support, free workshops, trainings, seminars etc. These programs are delivered by authorised and certified product trainers and their credibility is of very high stake.

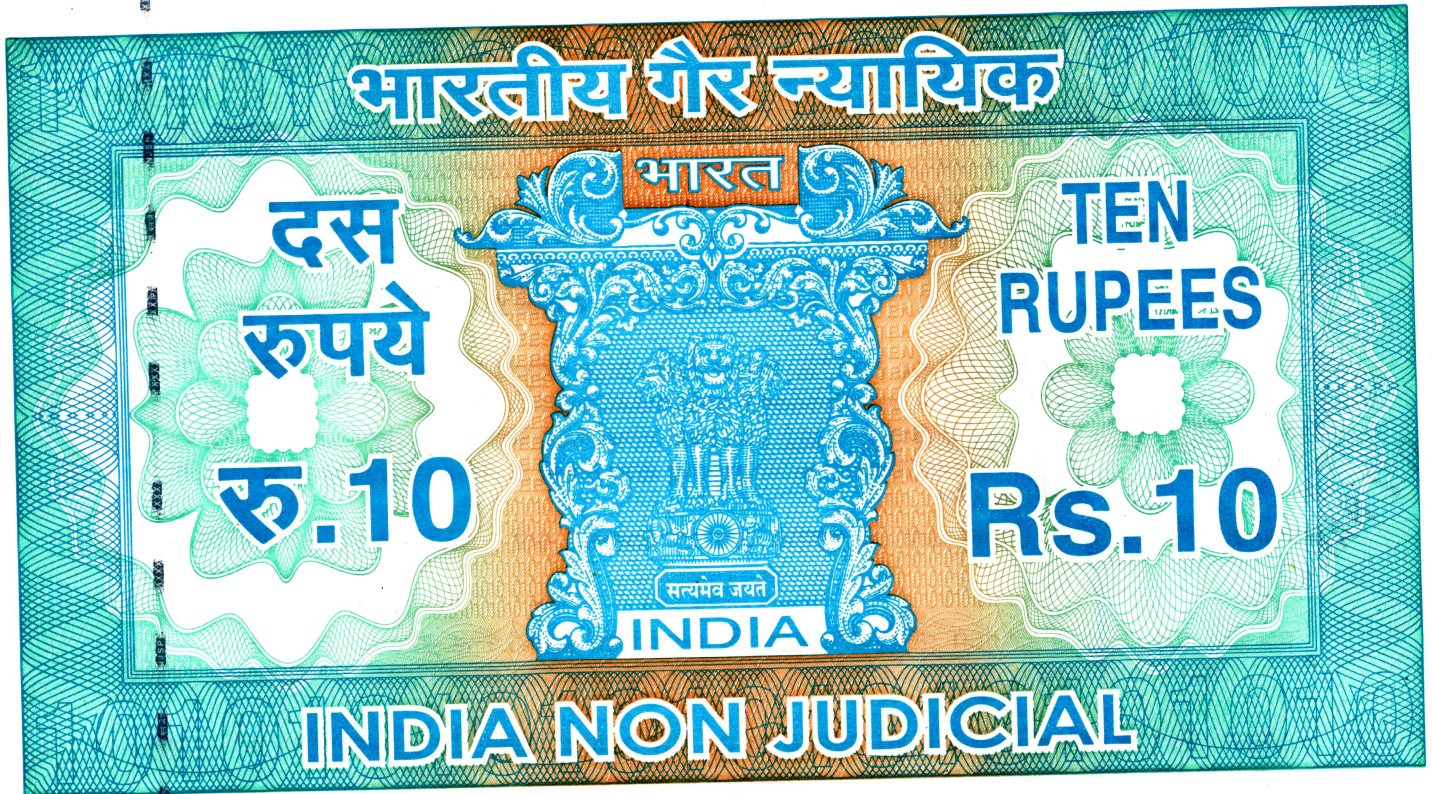
We try to ensure that the funds are utilized in the best possible way for these highly expensive technical products whose main challenge will be support and enabling the faculties and students.

We request you to kindly note that the following are the points which will cover you under university program.

- 1. Supply of authentic products*
- 2. Free upgrades*
- 3. Free Workshops*
- 4. Free Seminars*
- 5. Life time support in upt@coreel.com for your students and faculties*
- 6. Direct support and telecall support lifetime.*
- 7. All above is done by authorized trainers and technical experts*

We look forward to a great relationship with you. You can contact the below mentioned at any time for further discussion in regards to any products.

For any clarification feel free to call us.



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

96AB 533807

MEMORANDUM OF AGREEMENT
Between

Dr. B. C. Roy Engineering College, Durgapur
And

**IC Design and Fabrication Centre,
Department of Electronics & Tele-communication, Jadavpur University**

This agreement is executed on 03/06/2024

BETWEEN

Electronics and Communication Engineering Depttment (ECE) of Dr. B.C. Roy Engineering College, Durgapur, Fhul Jhor, Jemua Road, Durgapur - 713206 of the FIRST PART

AND

IC Design & Fabrication Centre, Electronics & Telecommunication Engineering Department, Jadavpur University, a body corporate under JU Act, 1981, having its campus at Jadavpur University, Kolkata – 700032, India (hereinafter referred to as JU) of the SECOND PART.

WHEREAS JU, as part of achieving one of its objectives, has undertaken to train a group of young people in 'VLSI Design & Microelectronics Technology and Embedded system and IoT' to serve the community.

30298

No.
Name : A. K. SINGH, Advocate
Address : High Court, Calcutta
Kolkata - 700001

Rs.
Kolkata Collectorate
11, Netaji Subhas Rd.,
Kolkata-1

Amal Kr. Saha
Licensed Stamp
Vendor

02 MAY 2024

AND WHEREAS the representative of Dr. B. C. Roy Engineering College, Durgapur approached the Co-ordinator, IC Design and Fabrication Centre under Department of Electronics & Tele-communication Engineering of JU to offer one month Certificate course in **VLSI Design & Microelectronics Technology** and/or '**Embedded Systems and IOT**' (hereinafter referred to as the course) from the session starting from 01-06-2024 and also to finalize the terms of this agreement.

AND WHEREAS pursuant to the said discussion, JU has agreed to offer the **Certificate Course in VLSI Design & Microelectronics Technology** and/or '**Embedded Systems and IOT**' exclusively from the academic session **1st June 2024 to 31st May 2028** for a period of four (4) years with at least one programme per year.

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions as hereunder written.

- 1] The said course will be a part-time (6 hours/day) in nature. Certificate will be awarded to only those candidates who shall successfully complete the course.
- 1a] The proposed certificate course will be arranged by the IC Design & Fabrication Centre, Department of Electronics & Telecommunication Engineering, JU and will be held at IC Design & Fabrication Centre only.
- 2] The candidate should be either BE/B.Tech (in Electronics/Computer Science any allied branch involving machine learning, AI also) / Instrumentation / Electrical Engineering) or M.Sc. / B.Sc.(Hons) (in Electronics / Computer Science) or equivalent (e.g. AMIE/AMIETE etc.).
- 3] There shall be a **Course Committee** consisting of the following members:
 - (i) Co-ordinator, IC Centre, JU
 - (ii) Co Coordinator, IC Centre, JU
 - (iii) HOD, Dept. of ETCE, JU
 - (iv) Principal/HOD (ECE), Dr. B.C. Roy Engineering College, Durgapur.
 - (v) Co-ordinator of VLSI Lab., Dr. B.C. Roy Engineering College, Durgapur.
 - (vi) Co-Coordinator of VLSI Lab, Dr. B.C. Roy Engineering College, Durgapur.
- 4] Course fee is payable at the beginning of the course as per Table-1.
- 5] The Course Committee shall look after the following:
 - (i) Framing of syllabus and making future amendments/additions/alternations etc., as and when necessary.
 - (ii) Looking after the academic administration of the course including recommending names of faculty members to Co-ordinator, IC Design and Fabrication Centre, JU, the faculty members shall be identified by IC Design and Fabrication Centre, JU.
 - (iii) The Institute/Organization stated as First Part in the MOA should arranged at least one batches of students for training in a year and 2nd part IC Design & Fabrication Centre, JU should also agree in conducting two training program in a year.

- 6] IC Design and Fabrication Centre, JU, shall conduct all activities relating to examination corresponding to their respective teaching load. These include printing of question papers, conducting of examination.
- 7] Format of the Course certificate shall be approved by the Course Committee. The authorized representatives of JU (Head of the Department, ETCE Dept., JU and Co-ordinator of IC Design and Fabrication Centre, JU) jointly sign the certificate to be issued to the students. The certificate shall be prepared by IC Design and Fabrication Centre, JU and shall be distributed by IC Design and Fabrication Centre, JU.
- 8] Once students have been admitted, IC Design and Fabrication Centre, JU shall be responsible for providing all types of cooperation needed for conducting the course.

COLLABORATION

- (i) The entire financial obligation, both administrative and academic – expenditure for running the aforesaid course – shall be met up from the course fees collected from the students admitted to the course.
- (ii) IC Design and Fabrication Centre shall collect the fees from the students by DD, in favour of "**REGISTRAR, JADAVPUR UNIVERSITY**" and shall pay to JU after deduction Overhead 10% of the fees & 18% GST paid to JU and release the balance in favour of "**IC DESIGN & FABRICATION CENTRE, JU**".
- (iii) The cost of marketing the course including the cost of marketing personnel, advertisement(s) in print and audio / visual media, if any, brochures, handouts, leaflets, etc. shall be met up from the course fees collected from the students admitted to the course. The legal expenses, if any, incurred for defending the suit(s) instituted by any of the students and/or other partie(s) in connection with the said Course shall also be debited to this account.
- (iv) The expenditure as may be incurred for paying remuneration to the Faculty Members / Teachers / Technical staff, Attendants etc should be shall be met up from the course fees collected from the students admitted to the course.
- (v) Expenditure to be incurred for conducting examinations shall be met up from the course fees collected from the students admitted to the course.

This agreement will remain in force initially for **Four year** from the date of signing of this agreement. This agreement may be renewed on its expiry by a written request by the 1st party at least two months prior to the expiry. The first or any subsequent annual renewal shall not take place, if notice in writing of its intention not to renew this agreement is given by either party to the other at least two months in advance.

If any dispute arises between the parties of the FIRST AND SECOND PART the same shall be decided upon arbitration of the Vice-Chancellor, Jadavpur University and his/her decision shall be final.

About the Programme

- 1] The Centre will train the students of the department in the domain of VLSI Design & Microelectronics Technology and/or 'Embedded Systems and IOT' for a duration of 100 hours (approximately) per session probably in the inter semester gap. The cost of the training will be borne by the Institute (Dr. B.C. Roy Engineering College, Durgapur) as per the following rate:-

Table - 1: Course Fee Structure

No. of Students	Cost of the Training Programme
61 - 80	@ Rs. 5,310/- [Rs. 4,500/- + 18% GST] Per head
21 - 60	@ Rs. 5,900/- [Rs. 5,000/- + 18% GST] Per head
01 - 20	@ Rs. 8,260/- [Rs. 7,000/- + 18% GST] Per head


- 2] Students of M.Tech (VLSI Design/ or any allied course involving fabrication or system design) can pursue fabrication and integration part of their final semester project at the centre at the cost of Rs. 7,500/- per head + 18% GST.
- 3] Students of B.Tech (VLSI Design/ or any allied course involving fabrication or system design / AI / IoT) can pursue design and fabrication part of their final semester project at the centre at the cost of Rs. 7,500/- per head + 18% GST
- 4] Two staff (Faculty members and/or Technical support staff) of the department per year can pursue training at the centre at free of cost, provided two batches of at least 10 students attending training program.
- 5] Both parties can prepare joint collaboration project proposal and respective procedural aspects and financial terms and condition (budget preparation) will be decided during the proposal submission and PIs of the project will be decided with mutual understanding.
- 6] Faculty Development Program for the favour of the 1st party i.e. (Dr. B.C. Roy Engineering College, Durgapur) can be organized by IC Design & Fabrication Centre, JU where the man power and resource of the department and the centre will be utilized. Modality of the program and fees for the Faculty Development Programme will be decided based on the requirement of the program.

- 7] The agreement is valid for the academic session (2024-2028) but can be terminated by either side with valid justification after a particular academic session (not in the midsession).

FORCE MAJEURE

- (i) In the event either party cannot perform its respective obligation under the Agreement due to Force Majeure, the corresponding obligations of the other party may at the instance and notice of such either party be suspended for a similar period of time.
- (ii) Force Majeure shall include but not limited to acts of God, regulation of Government, earthquakes, floods, epidemic, war, revolution, strikes, lockouts, explosion, computer virus attack and natural calamities.

Signed on behalf of Second Part
/ Jadavpur University


HOD ETCE, JU 03/06/24
SECOND PART

MANOTOSH BISWAS
Professor and Head
Electronics and Telecommunication Engineering
Jadavpur University, Kolkata - 32

Signed on behalf of First Part
/ Coordinator of VLSI Centre for
Excellence Lab Dr. B.C. Roy
Engineering College, Durgapur




Principal / HOD
Dr. B.C. Roy Engineering
College, Durgapur
FIRST PART

Principal
Dr. B. C. Roy Engineering College
DURGAPUR

Witnesses:

1. 
Co-ordinator, IC Centre,
Jadavpur University.
Prof. Sayan Chatterjee
Co-ordinator
IC Design & Fabrication Centre
Dept. of ETCE., JU

2.

1. 
HOD, Dr. B.C. Roy Engineering
College, Durgaur.

Head
Dept. Electronics & Comm. Engg.
Dr. B. C. Roy Engineering College
Durgapur.

2. 

3. 

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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Sl

Page 1 of 6

For College:



Vice-Principal

Dr. B. C. ROY ENGINEERING COLLEGE

DURGAPUR

- (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: 

Page 2 of 6

For College: 
Vice-Principal
Dr. B. C. ROY ENGINEERING COLLEGE
DURGAPUR

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: 

Page 3 of 6

For College: 

Vice-Principal
Dr. B. C. ROY ENGINEERING COLLEGE
NIIRCAPIIR

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: 

Page 4 of 6

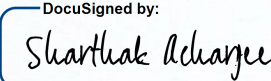

For College: 

Vice-Principal
Dr. B. C. ROY ENGINEERING COLLEGE
DURGAPUR

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>7870022449764A9...</small> Name: Sharthak Acharjee 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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For College: 

Vice-Principal
Dr. B. C. ROY ENGINEERING COLLEGE
DURGAPUR

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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For College:



Vice-Principal
Dr. B. C. ROY ENGINEERING COLLEGE
DURGAPUR