



Phone : 011-26131577 - 78, 80  
011-29581000

Website : www.aicte-india.org

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सत्यमेव जयते

अखिल भारतीय तकनीकी शिक्षा परिषद्

( भारत सरकार का एक संवैधानिक निकाय )

( मानव संसाधन विकास मंत्रालय, भारत सरकार )

नेल्सन मंडेला मार्ग, वसंत कुंज, नई दिल्ली-110070

ALL INDIA COUNCIL FOR TECHNICAL EDUCATION

( A Statutory Body of the Govt. of India )

( Ministry of Human Resource Development, Govt. of India )

Nelson Mandela Marg, Vasant Kunj, New Delhi-110070

F. No. AICTE/IDC/IDEA202000139/2021

Dated -- 17.06.2021

To

**THE PRINCIPAL/ DIRECTOR**

DR. B.C. ROY ENGINEERING COLLEGE, DURGAPUR(PID - 1-3634031),

JEMUA ROAD, FULJHORE, DURGAPUR, DURGAPUR,

713206, West Bengal.

Sub: AICTE-IDEA Lab Project Offer/ Acceptance Letter (AQIS ID -IDEA202000139).

Madam /Sir,

We are pleased to inform that your institution is selected for establishing an AICTE IDEA Lab with following budget and fund flow.

Total Project Cost, Rs. (in lakh)	Contribution, Rs. (in lakh)					
	AICTE			Industry /Institute		
	NR	R	Total	NR	R	Total
78.99	24.50	15.00	39.5	24.50	15.00	39.50

[NR- Non-Recurring Expenditure, R- Recurring Expenditure]

AICTE shall be, as per scheme document, releasing 80% of its contribution as first instalment, only after matching grant (80% of contribution from industry/ institution) is deposited in an exclusive Bank Account of AICTE IDEA Lab and proof submitted to us. Further your institution must ensure continuous flow of funds into project over and above your contribution in the table above, towards sustenance of IDEA Lab beyond 2 years. You must ensure sustenance of IDEA Lab, to be eligible for grants from AICTE in future.

We would also like to recall among other things the following towards smooth initiation of project.

- Your institution must provide a built-up and furnished space of at least 3000 sq. ft. to house the IDEA Lab (2000 sq ft for Lab & 1000 sq ft for student activities).
- Your institution should open a separate bank account for this project within a week and the same be intimated to us through the Mandate Form (enclosed). This is required for issuing Sanction Order from our end.
- Your institution must abide by Terms and Conditions provided in the Scheme Document (accessible from our website).
- The institution must observe Code of Conduct for AICTE-IDEA Lab, given in Scheme Document.
- The logo of AICTE IDEA Lab can be used by the institution as long as it has a valid Extension of Approval (EoA).

We will shortly be organising an online awareness programme for selected institute to detail the subsequent steps toward effective implementation of the project.

We look forward to an Acceptance Letter (giving reference to this offer letter) within a week and hope that the institute will implement the prestigious project with all sincerity and commitment.

Yours sincerely

Dr. Neeraj Saxena  
Adviser - II (IDC)



**Capgemini Technology Services India Limited**  
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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

### 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.



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6. Neither party shall:
- Infringe the intellectual property belonging to the other party.
  - Use any trade name, trade mark, symbol or designation belonging to the other without prior written approval of the other party.
  - Be or represent itself as a representative of the other.
  - 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;



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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:



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## 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.



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

Signed: \_\_\_\_\_

Name: DAVID SALDANHA

Position: VICE PRESIDENT

Date: 13/04/2022

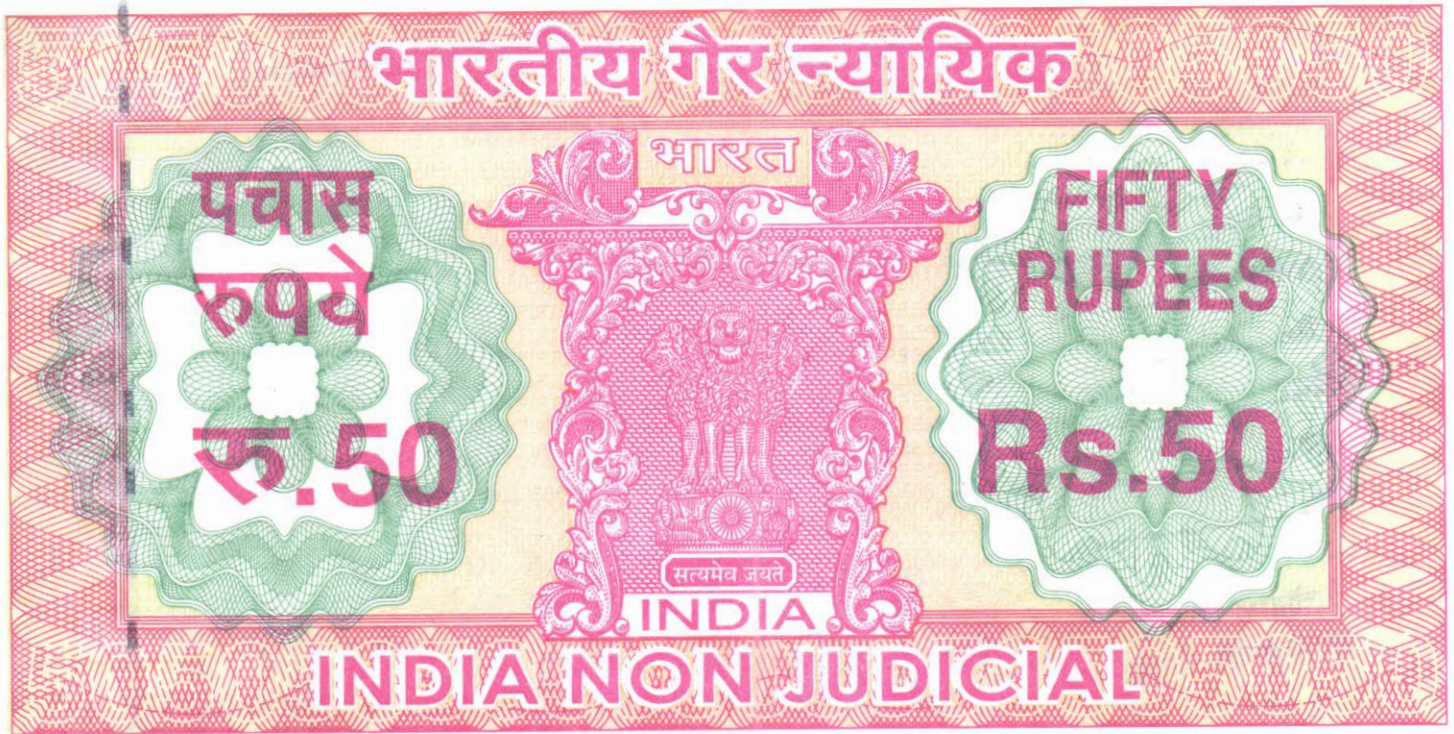
Accepted for and on behalf of **Dr. B. C. Roy  
Engineering College**

Signed: \_\_\_\_\_

Name: SANJAY S. PAWAR

Position: PRINCIPAL

Date: 13/04/2022



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AC 575075

## THE MEMORANDUM OF UNDERSTANDING

THIS Memorandum Of Understanding is made on 18<sup>th</sup> 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

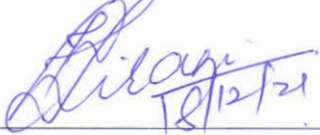

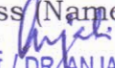

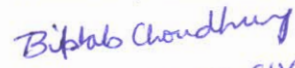
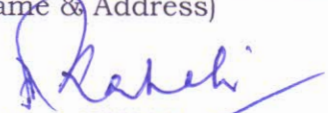
This MoU shall be in full force and effect from the date of signature hereof for a **period of 3 (three) years**. Either organization may terminate this MoU at any time by giving six months notice in writing to the other. In the event of termination, programmes under way shall be allowed to be completed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

<b>Signed for and on behalf of CSIR</b> (CSIR-Central Mechanical Engineering Research Institute)	<b>Signed for and on behalf of Dr. B. C. Roy Engineering College</b>
	
Seal: प्रो. (डॉ) हरीश हिरानी / Prof. (Dr.) Harish Hirani निदेशक / Director सी एस आई आर-केन्द्रीय 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 मुख वैज्ञानिक व प्रमुख Chief Scientist & Head व्यवसाय नवाचार एवं कौशल विभाग/Business Innovation and Skills सी एस आई आर केन्द्रीय यांत्रिक अभियांत्रिकी अनुसंधान संस्थान CSIR-Central Mechanical Engineering Research Institute दुर्गापुर-९ / Durgapur-9, पश्चिम बंगाल / West Bengal	1. Witness (Name & Address)  Vice-Principal Dr. C. ROY ENGINEERING COLLEGE DURGAPUR
2. Witness (Name & Address)  (DR. BIPLAB CHOUDHURY) Scientist	Witness (Name & Address)  Dr. A. KHALI Head Administration Dr. B. C. Roy Engg. College Durgapur
Central Mechanical Engineering Research Institute Durgapur - 713209	

**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

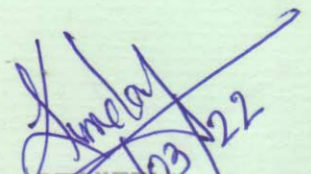
JOINT COLLABORATION IN ESTABLISHING

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

FOR

RESEARCH & DEVELOPMENT, PROJECTS, CONSULTANCY, TRAINING & EDUCATION

  
30/03/2022

  
30/03/22



## 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).



*[Handwritten signature]*  
123/2022

*[Handwritten 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



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30/03/2022

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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.



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30/03/2022

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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



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30/03/2022

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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).

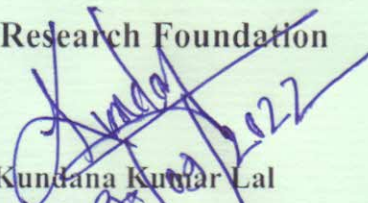
**ARTICLE – XI: COMMERCIAL TERMS**

- 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.

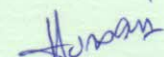
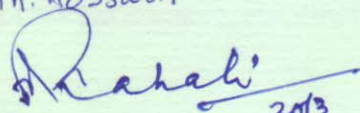
**Dr. B.C Roy Engineering College**

  
30/03/2022  
**Dr. Sanjay S. Pawar**  
Principal

**Vitti Research Foundation**

  
28/03/2022  
**Kundana Kumar Lal**  
President

Witness:

- 1. Name  30/3/2022  
k. m. Hossain
- 2. Name   
AKHILESH KHATWANI 30/3/22

Witness:

- 1. Name
- 2. Name





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

(Approved by AICTE & Affiliated to MAKAUT, 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](mailto:info@bcrec.ac.in) • Website : [www.bcrec.ac.in](http://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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E-mail : info@bcrec.ac.in • Website : www.bcrec.ac.in

## 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')



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## 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.





- 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

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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.**




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## 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

*Indranil De Sarkar*

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


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

<b>Dr. B. C. Roy Engineering College, Durgapur.</b>	<b>Ardent Computech Pvt Ltd</b>
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: *CKona*

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


Witness 2:

*Pralay Majumdar*  


Witness3:

  
**A. KHALI**  
Head Administration  
Dr. B. C. Roy Engg. College  
Durgapur

Witness 4:

*Chittika*  




**TAX INVOICE**

**Invoice from:**

CoCubes Technologies Pvt. Ltd.  
1205-1206, 12<sup>th</sup> Floor, Welldone Tech Park  
Sohna Road, Gurgaon-122002  
State: Haryana  
GSTIN: 06AACCV5537E1ZF  
PAN: AACCV5537E

Invoice No. : CC-1819-000669  
Date : 06-07-2018  
CRM ID : 731  
PO # : XX----XX

**Invoice To:**

Dr. B. C. Roy College of Engineering  
Management House, Fuljhor, Burdwan - 713206  
State: West Bengal  
Place of Supply: West Bengal  
GSTIN: NA, State Code: NA  
PAN: AAABD0204F


**Ship To:**

Dr. B. C. Roy College of Engineering  
Management House, Fuljhor, Burdwan - 713206  
State: West Bengal  
Place of Supply: West Bengal  
GSTIN: NA, State Code: NA  
PAN: AAABD0204F

CoCubes Contact  
Avishek Chakraborty

Client Contact  
Mr. Tarun Bhattacharya  
9434011952

Due Date  
05-08-2018

Description of Services	Qty/ Units	Rate/Unit Price	Amount
Subscription for 2019 Batch (Service End Date 05/07/2019) 7 DCT + 2 PRE-ASSESS®	300	1016.10	₹ 304830.51
Pan No: AACCV5537E GSTIN: 06AACCV5537E1ZF Category: Management consulting and management services including financial, strategic, human resources, marketing, operations and supply chain management. (HSN Code for services: 9983)	<b>Sub Total</b>		₹ 304830.51
	CGST @ 9%		₹ 0.00
	SGST @ 9%		₹ 0.00
	IGST @ 18%		₹ 54869.49
	<b>Grand Total</b>		₹ 359700.00
Bank Name: HDFC Bank Limited Current A/c No.: 05728640000229 Beneficiary Name: CoCubes Technologies Pvt. Ltd. IFSC Code: HDFC0000572, Swift Code: HDFCINBB		For CoCubes Technologies Pvt. Ltd. 	



AAA P

TPO Durgapur <tpo.dgp@bcrec.ac.in>

## CoCubes.com || Agreement for Dr. B. C. Roy Engineering College || 2019 Batch || Requesting Confirmation

TPO Durgapur <tpo.dgp@bcrec.ac.in>

Thu, Jul 5, 2018 at 2:54 PM

To: Avishek Chakraborty <avishek.chakraborty@cocubes.com>

Cc: "Dr. B. C. Roy Engineering College - Placement Cell" <tpo.kol@bcrec.ac.in>, Rajesh Chatterjee <rajesh@bcrec.ac.in>, Director BCREC <director@bcrec.ac.in>, tarun bhattacharjee <tarun.bhattacharjee@bcrec.ac.in>, ALOK KAHALI <alok.kahali@bcrec.ac.in>, Avirup Das <avirup.das@cocubes.com>

Dear Avishek,

Please Refer your mail as above  
As directed by our General Secretary, we here by approved your MOU.

The necessary payment for the MOU is being paid shortly.

Regards,

Lt. Col D.K. Chowdhury  
Head, Training & Placement  
BCREC

[Quoted text hidden]

Approved  
D.K. Chowdhury  
5/7/18

**CoCubes.com || Agreement for Dr. B. C. Roy Engineering College || 2019 Batch || Requesting Confirmation**

Avishek Chakraborty &lt;avishek.chakraborty@cocubes.com&gt;

Thu, Jul 5, 2018 at 2:49 PM

To: TPO Durgapur &lt;tpo.dgp@bcrec.ac.in&gt;

Cc: "Dr. B. C. Roy Engineering College - Placement Cell" &lt;tpo.kol@bcrec.ac.in&gt;, Rajesh Chatterjee &lt;rajesh@bcrec.ac.in&gt;, Director BCREC &lt;director@bcrec.ac.in&gt;, tarun bhattacharjee &lt;tarun.bhattacharjee@bcrec.ac.in&gt;, ALOK KAHALI &lt;alok.kahali@bcrec.ac.in&gt;, Avirup Das &lt;avirup.das@cocubes.com&gt;

Dear Sir,

This has reference to our discussions with you regarding the engagement by Dr. B. C. Roy Engineering College, the client of CoCubes Technologies Pvt. Ltd., an Aon Hewitt company ("CoCubes"), for availing the Services defined hereinafter. We are bringing on record the following terms of our engagement. **Please send us an email confirmation on the below Commercial and Legal terms:-**

**COMMERCIAL TERMS FOR AGREEMENT**

Scope of Services and Project Plan – 7 Diagnostic Career tests + 2 PRE-ASSESS®

Timelines – As mentioned in the invoice

Fees – Described below

Offering	Degree	Batch	Count of Students	Price/student
7 DCT + 2 PRE-ASSESS	B.Tech	2019	300	INR 1199 (Inclusive GST)

$$300 \times 1199 = 359700/-$$

**LEGAL TERMS FOR AGREEMENT**

- (a) This Agreement shall be on a "principal to principal" basis.  
 (b) This Agreement shall, from 5th July, 2018 (the "**Effective Date**") continue for a period of One (1) year ("**Term**"), unless terminated earlier.  
 (c) The Services of CoCubes, an Aon Hewitt company, shall be provided on a non-exclusive basis to the Institute.

I. CoCubes shall provide access to its Platform to the Institute and the Students, provided that the use of the Platform shall be subject to its Terms and Conditions at [https://static.CoCubes.com/document/reg\\_tc.html](https://static.CoCubes.com/document/reg_tc.html), which shall prevail in all matters related to access and use of the Platform.

II. All data related to Students shall be authenticated and provided by the Institute in a predefined format. CoCubes does not conduct any background checks on the Students or verify the contents of their resume/curriculum vitae and hence does not warrant the authenticity of any Student data on the Platform.

III. CoCubes shall not be responsible for any loss of opportunity for those Students whose data is incomplete or inaccurate. CoCubes will not be held liable for any deviation, non-delivery or delay in provision of Services under this Agreement nor will CoCubes be deemed to be in breach of its obligations hereunder due to external factors beyond CoCubes's control.

- (d) CoCubes reserves the right to suspend performance of the Services, if the Institute fails to pay any due fees.  
 (e) The Institute shall promptly notify in writing its acceptance to CoCubes, within one week of completion of Services by CoCubes. In case no such notification is received within one week, it shall be presumed that the Services rendered are accepted by the Institute.  
 (f) Either party may terminate the Agreement by prior written notice of 30 days to the other Party. Termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to the effective date of termination including payment of undisputed fees. Upon termination of this Agreement, each party shall return or destroy all Confidential Information as directed by the other party. Upon termination:

I. CoCubes will stop providing its Services and access to its Platform to the Institute and its Students forthwith.

II. In the event of termination of this Agreement after a period of one (1) month by the Institute for any reason whatsoever, CoCubes shall not be liable to refund the Fees back to the Institute.

**(g) Payment terms**

I. All payments are to be made 100% in advance,

II. Payments become due immediately from the date of invoice and shall be made to CoCubes within 7 days from date of receipt of invoice without any deduction or set-off.

III. The prices are inclusive of all taxes and duties which would be payable, as applicable.

(j) Each Party agrees to indemnify the other Party for such claims, suits, losses and damages, including settlement costs (collectively Liabilities) being suffered by the aggrieved Party as a direct consequence of breach of its confidentiality and intellectual property related obligations under this Agreement. The Institute agrees to indemnify CoCubes from and against any Liability arising out of (i) misuse of the Platform by the Students or the Institute (ii) any Student related information provided to CoCubes being incorrect, false or misleading.

(i) Neither Party will be liable for any indirect, incidental, special or consequential damages, including the loss of profits, revenue, data, incurred by either Party, whether in an action in contract, tort, based on a warranty or otherwise, even if the other Party has been advised of the possibility of such damages. CoCubes's liability for damages under this Agreement will not exceed the amounts actually paid by the Institute to CoCubes or actual damage, whichever is less.

(j) Neither Party is restricted from assigning this Agreement or its rights or obligations to its affiliate/subsidiary or CoCubes subcontracting the whole / part of the Services to any contractor of its choice, provided that such subcontracting shall not relieve CoCubes from its obligations to the Institute under this Agreement. The assignment to CoCubes' Affiliates to perform the Services shall not be regarded as subcontracting.

(k) **Confidentiality**

I. For the purposes of this Agreement, "Confidential Information" includes: (i) terms of this Agreement; (ii) Institute Information; (iii) CoCubes Information. Each Party's respective Confidential Information will remain its sole and exclusive property.

II. The Receiving party shall (i) not use the Confidential Information for any purpose except as expressly contemplated under this Agreement, except that CoCubes may use the Institute's Information in combination with other data for statistical or analytical purposes provided that no such Institute Information is identifiable by the Institute (ii) not disclose the Disclosing Party's Confidential Information to a third party without prior written consent and may only disclose the Confidential Information to those of its employees on a need to know basis (and in case of CoCubes, any affiliate or third party service provider providing back office/IT support) ("Personnel" collectively), however, either Party may disclose the other Party's Confidential Information to its legal counsel and auditors. CoCubes may also disclose the Institute's Information to any subcontractor as reasonably necessary for such subcontractor to perform its services in connection with this Agreement, provided that such subcontractor is subject to a confidentiality agreement (iii) immediately notify the Disclosing Party of any suspected or actual unauthorized use, copying or disclosure of the Confidential Information. For the avoidance of doubt, CoCubes shall not be required to destroy electronic records which are automatically backed up to a backup or recovery system in the ordinary course of business for disaster recovery purposes. CoCubes will retain an archival copy of the Confidential Information for the purpose of determining the scope of obligations incurred under this Agreement.

III. The obligations under clause k (II) shall not apply to confidential information which (i) is or becomes generally available or known to the public through no fault of the Receiving Party; (ii) was already known by or available to the Receiving Party prior to disclosure by the Disclosing Party; (iii) is subsequently disclosed to the Receiving Party by a third party who is not under any obligation of confidentiality to the Disclosing Party; (iv) is required by law to be disclosed as part of a judicial process, government investigation, legal proceeding, or other similar process; or (v) has already been or is hereafter independently acquired or developed by the Receiving Party without violating any confidentiality agreement with or other obligation to the Disclosing Party.

IV. The parties shall comply at all times with all applicable laws including those relating to personal data protection. The Institute agrees that CoCubes may transfer Institute data, physically or electronically, to its personnel and affiliates in India or overseas in connection with the performance of this Agreement.

V. The Institute acknowledges that CoCubes may be required to mention its indicative list of Institutes in its proposals, marketing materials, brochures and/ or similar documents and agrees that it has no objection to making a reference to the Institute's name in the aforesaid documents

(l) **Intellectual Property**

I. "Institute Information" is defined as all non-public information data (in whatever form or media) provided to CoCubes under this Agreement by or on behalf of the Institute. The Institute represents that use of Institute Information contemplated herein will not infringe the privacy and/ or intellectual property rights of any third party. Institute Information will remain the property of the Institute.

II. CoCubes retains all proprietary rights, title and interest in "CoCubes Information", which includes, but is not limited to: websites or web based applications through which it may perform the Services and make related information and/or content available to the Institute including software and software systems used in the operation of the CoCubes website, the CoCubes Online Platform (www.CoCubes.com), user interfaces and screen designs; general purpose consulting and software tools; presentations including CoCubes' templates, standard proposals and materials and derivatives thereof; all algorithms, apparatus, components, circuit designs and assemblies, concepts, trade secrets, data (including clinical data), databases, designs, diagrams, documentation, drawings, flow charts, formulae, ideas, inventions (whether or not patentable or reduced to practice), marks (including brand and product names, logos, slogans, domain names), know-how, marketing and development plans, methods, models, procedures, processes, protocols, schematics, software codes (in any form including source code and executable or object code), specifications, subroutines, techniques, tools, works of authorship and other forms of technology, generalized practices, techniques, business information, regardless of whether developed in connection with the Services or engagements with other CoCubes Institutes.

III. To the extent that CoCubes utilizes any CoCubes Information, in connection with the performance of Services, such CoCubes Information shall remain the property of CoCubes. Nothing in this Agreement shall be construed to grant the Institute any rights in CoCubes Information, other than the limited license to use the Platform for access to the Services as specified here under.

IV. CoCubes grants to the Institute a non-exclusive, non-sub-licensable, non-transferable license to use the CoCubes Information solely for the Institute's internal use. To the extent such license covers CoCubes Software, such license shall terminate and expire upon the termination or expiration of the applicable SOW or, if no SOW applies, upon the termination of CoCubes's provision of Services related to such CoCubes Software.

V. Student data is the nonexclusive property of the Institute and CoCubes. The analysis generated from such Student data so accumulated belongs to CoCubes. CoCubes shall have the right to permit its Institutes to use the processed Student data as part of the CoCubes service offerings to its Institutes. CoCubes shall use the Student data for displaying it on the Platform for online career development activities, which are a part of the Services provided by CoCubes to the Institute. "Students" shall mean students studying at the Institute, who have consented to their enrollment to avail the Services and who will be provided access to the Platform.

VI. The Institute shall not, with respect to CoCubes Information (i) create derivative works or translations (ii) transfer, distribute, lease, market, sublicense or otherwise grant rights in whole or in part to any third party; (iii) obfuscate, remove or alter any of the internet links or copyright or other proprietary legends (iv) reverse engineer, decompile or disassemble CoCubes Software or any part thereof or otherwise obtain or attempt to obtain the source code for CoCubes Software.

(m) Force Majeure - Neither Party will be liable to the other for its failure to perform any obligations under this Agreement where such performance is rendered impossible due to circumstances beyond its reasonable control, including acts of God, floods, acts of terrorism, riots or other hostilities, pandemics, government or legislative actions, technological outages and similar occurrences, provided that the Party experiencing the delay



emptily notifies the other party and takes reasonably necessary steps to resume full performance as soon as possible. If the Force Majeure Event/s continue(s) to subsist for a continuous period of 30 days, the other Party may terminate the Agreement by giving notice in writing.

(n) This Agreement will be governed by the laws of India. Each Party agrees to submit itself to the exclusive jurisdiction of the courts of New Delhi. Disputes arising under this Agreement shall be governed by the Indian Arbitration and Conciliation Act 1996. The Tribunal shall consist of a sole arbitrator appointed by mutual consent of both the Parties. The language of the arbitration shall be English. The seat of arbitration shall be New Delhi. The fees of arbitration will be borne by the Party as directed in the arbitration award.

(o) No person employed by either party for the performance of its obligations under this Agreement shall be deemed to be an employee of the other party.

(p) During the Term and for a period of twelve (12) months thereafter, neither party shall, directly or indirectly, solicit for employment or employ, or accept services provided by, any employee, officer or independent contractor of the other party who performed any work in connection with or related to the Services.

(q) This Agreement (i) embodies the final understanding between the Parties with respect to its subject matter; (ii) supersedes all previous oral or written agreements or arrangements between the Parties; (iii) may be signed in counterparts, each of which will be deemed an original; (iv) may only be amended in writing signed by an authorized officer of each Party. The Parties agree that any pre-printed terms on any transactional or other document used in connection herewith are per se null and void. Should any provision of this Agreement be held invalid or unenforceable, such invalidity will not invalidate the whole of this Agreement, but rather the remainder of this Agreement will remain in full force. Waiver by either Party of a breach of any provision of this Agreement by the other Party will not operate or be construed as a waiver of any subsequent, similar breaches by the breaching Party.

(r) All notices under this Agreement will be in writing and deemed effectively delivered upon receipt by personal delivery, reputed courier service or registered mail at the address provided by the Parties and as confirmed by delivery receipt.

#### Additional points

##### 1. Payment Terms

- U a.) CoCubes will also charge 35 paise per SMS (if the number of SMSes exceed the limit provided upon sign up)
- b.) If the Institute fails to make the payment, assuming the log-ins of the student and/or Institute are active, the Platform will auto lock all the log-ins provided to (all across batches) the Students and the Institute. This may lead to loss of opportunities for Students for which CoCubes will not be responsible.

##### 2. Disclaimers

- U a.) It has to be noted that the fees charged by CoCubes is towards the annual subscription of the technology for career development offerings; the fee is not towards creating employment opportunity of any specific company. As a principle and business model, CoCubes does not charge fee in the name of any specific company.
- b.) This price is applicable for 2019 batch only
- U c.) Updates in count of Students, Services, prices and Terms for further batches need to be mutually agreed upon in writing

Warm Regards,

Avisek Chakraborty  
Manager – Institutions

CoCubes.com  
+91 9903 970 940

**CoCubes**  
An Aon Hewitt Company

Seamless Access To Assessments

Behavioral Cognitive  
Technical Vocational

## 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, 7<sup>th</sup> Main, 1<sup>st</sup> 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**

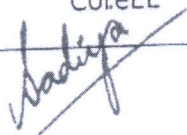
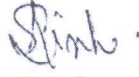
- 6.1. During their interaction under this MOU, the Parties may not disclose information of non-public nature which is valuable to each Party's business ("Confidential Information"). Use of Confidential Information shall be regulated by a non-disclosure agreement to be executed by the Parties. In the 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,

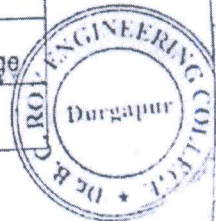
Between MEMORANDUM OF UNDERSTANDING  
DR.BC ROY ENGINEERING COLLEGE, DURGAPUR

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

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*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](mailto: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.*





## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** is entered into on 1<sup>st</sup> 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:

- a. "Hospital/TMH" shall mean The Mission Hospital, Durgapur, including its successors and permitted assigns.
- b. "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. Swapan Kumar Mula  
*Swapan*

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 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

# 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)

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

## 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)

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](mailto:info@bcrec.ac.in) • Website : [www.bcrec.ac.in](http://www.bcrec.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.





- 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



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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.**



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## 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

*Indranil De Sarkar*

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

ARDENT COMPUTECH PVT. LTD.

*Indranil De Sarkar*

Authorized Signatory Director

<b>Dr. B. C. Roy Engineering College, Durgapur.</b>	<b>Ardent Computech Pvt Ltd</b>
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

Witness 1: *CKona*

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

Witness 2:

*Braloy Majumdar*



Witness 3:

*A. Kahali*  
**A. KHALI**  
Head Administration  
Dr. B. C. Roy Engg. College  
Durgapur

Witness 4:

*Chitties*





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## Memorandum of Understanding

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

This memorandum of understanding is signed on the 22<sup>nd</sup> 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.



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- (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:





## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into on 1<sup>st</sup> 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:

- a. "Hospital/TMH" shall mean The Mission Hospital, Durgapur, including its successors and permitted assigns.
- b. "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  
*Deranjan Acharya.*
2. Sujan Kumar Mula  
*Sujan*

WITNESS

1. *(Koushik Senapati)*  
*(KOUSHIK SENAPATI)*
2. *(Alok Rajali)*  
*(ALOK RAHALI)*

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

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



**Understanding  
between**

**Tata Power Skill Development Institute  
(TPSDI)**

**and**



**Dr B C Roy Engineering College, Durgapur**

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**(BCREC)**



**Date: 02.02.2019**

A handwritten signature in blue ink, appearing to be 'H. O. S.' or similar.



## 1. Background

The Tata Power Skill Development Institute (TPSDI) is an endeavor from the Tata Power Company to empower youth and others with employable skills, especially in the Power and allied sectors, and to address the skill gap challenge faced by the Indian Power Sector.

The Institute provides modular training and certification across a wide range of employable skills.

The Institute has set up five training hubs in four locations in the country leveraging the facilities of Tata Power and its JV/Subsidiaries:

- Shahad - Mumbai, Maharashtra
- Trombay - Mumbai, Maharashtra
- Maithon - Dhanbad, Jharkhand
- Mundra - Kutch, Gujarat
- Jojobera - Jamshedpur, Jharkhand

The Institute's unique training approach is designed for delivering skills with **speed, scale, and standards.**

Given the needs of Engineering students - Skills for the Power Sector, Specialized Skills for specific domains of operations in the Power Sector and Allied fields, TPSDI and the College wish to collaborate to bring together the resources and expertise for the benefit of the students.

This Understanding describes the Joint and Individual obligations that TPSDI and College agree to fulfil, to realize the potential of their synergy.

Each is referred to as "Party" in this Understanding, or jointly as "Parties". College includes the Students enrolled with the College.

## 2. Understanding

College has requested TPSDI to offer courses of training at TPSDI for students undergoing their curriculums and/or desirous of taking the Industry Certification courses/facilities offered by TPSDI.

Course modules will be mutually agreed upon between TPSDI and the College.

The Fees structure for the course is as defined below, which will be remitted by DD, by College/student to The Tata Power Company Limited on or before the commencement of the course

Feb 2019- Dec 2019	*Fee per student
One-Day Course	Rs 500/-
One -Week (5 working days) Course	Rs 3000/-

\*GST Inclusive

No. of students: **100 Students**



A handwritten signature in blue ink, appearing to be "H. V.", located at the bottom right of the page.

**3. Obligations of Students and College**

- All students enrolled in the course at TPSDI will follow the TPSDI Code of Conduct and Safety Norms for Students.

**4. Obligations of TPSDI**

- TPSDI will conduct the course and assessments with all classroom, practical, and site visit components as per the course curriculum laid down by TPSDI.
- The students will be awarded a Certificate by TPSDI after they undergo the course and assessments successfully.

**5. Intellectual Property and Copyrights**

Both parties recognize that the concepts, designs, plans, content, assessments, and processes that are developed by either party, will remain the Intellectual Property and Copyright of that party at all times.

Neither party will infringe upon the Copyright of the other party. If any use or re-use of the materials of the other party are required, it can be done only after consent in writing is provided.

**6. The use of Logos**

Both parties can use the Logo of the other party, for demonstrating the mutual understanding and partnership contained in this Understanding, on approval in writing or as confirmed over email correspondence, of the exact context of use, and as approved in each instance.

**7. Effective Date, Term and Termination**

- a. This Understanding is valid with effect from the date of the last signature at the end of the document.
- b. This Understanding is valid till 31.12.2019 unless terminated before that. The achievements and progress under the Understanding will be reviewed by both the parties.
- c. This Understanding can be terminated by either party at any time, for any reason, with a communication to the Contact person of the other party. Any open transactions at that time will be taken forward to closure as may be mutually agreed. Any Commercial transactions open at that time will be settled and closed within 30 days.

**8. No Licenses**

This Understanding is only describing a Business Relationship, and should not be construed to mean any form of ownership or license to either party except as stated in this Understanding.

There are no other rights granted to either party by the other, except as stated in this Understanding.





**9. Points of Contacts**

For managing the activities under this Understanding, the Contact Persons responsible at either party are as follows, including their contact and location details:

For TPSDI	For College
Name: Mr. Alok Prasad	Name: Dr. Pijush Pal Roy
Desig.: Principal-TPSDI, Maithon	Desig: Director-BCREC
Address: Tata Power Skill Development Institute, The Tata Power Co Ltd., Adjacent to Maithon Power Ltd., Vill:Dombhui, P.O. Barbendia, Maithon. District - Dhanbad 828205	Address: Dr. B. C. Roy Engineering College Jemua Road, Fuljhore Durgapur - 713206
Telephone:+91 7070090547 Mobile:+919204857098	Telephone: +91-9431506000 +91-6297128554
Email:alokprasad@tatapower.com	Email: director@bcrec.ac.in
Registered Office Address: The Tata Power Company Limited, Parel Receiving Station, Parel Tank Road. Mumbai 400 033. Maharashtra, India	Registered Office Address: Dr. B. C. Roy Engineering College "Management House" Jemua Road, Fuljhore Durgapur – 713206, W.B.

**10. Signatures**

For TPSDI	For College
	 Pijush Pal Roy Director Dr. B. C. Roy Engineering College Durgapur
Name: Mr. ALOK PRASAD	Name: DR. PIJUSH PAL ROY
Designation: Principal-TPSDI, Maithon	Designation: Director, BCREC Durgapur
Date: 2 <sup>nd</sup> February 2019	Date: 2 <sup>nd</sup> February 2019

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Mr.J.C. Mistry, Chief-TPSDI

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