

DATED 24<sup>th</sup> February 2023

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

and

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

## MEMORANDUM OF UNDERSTANDING



**CAMBRIDGE**  
UNIVERSITY PRESS & ASSESSMENT

THIS MEMORANDUM OF UNDERSTANDING is made on 24<sup>th</sup> February 2023

**BETWEEN:**

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

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

**BACKGROUND**

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

**1 DESCRIPTION**

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

**2 PRINCIPLES OF COLLABORATION**

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

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

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

### **3 PUBLICITY AND ANNOUNCEMENTS**

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

### **4 INTELLECTUAL PROPERTY**

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

### **5 CONFIDENTIALITY**

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

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

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

## **6 ANTI-BRIBERY AND CORRUPTION**

- 6.1 This clause 6 is legally binding.

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

- 6.3 Each Party shall:

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

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

## **7 TERM AND TERMINATION**

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

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

## **8 COSTS AND LIABILITIES**

- 8.1 This clause 8 is legally binding.

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

## 9 STATUS

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

## 10 LANGUAGE

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

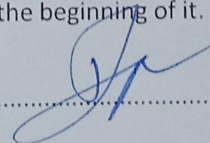
## 11 GOVERNING LAW AND JURISDICTION

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

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

*Nachiket Mohagaonkar*

Signed by: Mr. Nachiket Mohagaonkar



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

Title: Chief Finance Officer

Title: Principal

16/03 / 2023

Date: 24.2.2023

for and on behalf of

for and on behalf of

CAMBRIDGE UNIVERSITY PRESS &  
ASSESSMENT INDIA PVT. LTD.

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