



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

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

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Dated : 28.10.2020

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

To

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

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

Sir,

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

Yours faithfully

Encl. : MOU (in original)

(S.K. Mallik)
Project Director

Copy to :-

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

MEMORANDUM OF UNDERSTANDING

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

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

AND

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

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

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

1. INTENT:

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

2. SCOPE OF THE MOU


The primary scope of MOU inter alia includes the following:

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

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

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

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



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



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

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

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

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

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

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

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

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


3. Roles and Responsibilities:

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

NHAI

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

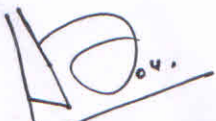

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R. P. SINGH
CGM (T) / RO
NHAI, Kolkata

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

The Technical Institute

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



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




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

4. EFFECTIVE DATE AND PERIOD OF MOU

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

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


(Authorized Signatory)
Pijush Pal Roy

DIRECTOR

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

Witness:

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

For National Highways Authority of India



(Authorized Signatory)

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

Witness:

1. Shailendra Shambhu (SHAILENDRA SHAMBHU)
MANAGER (Tech.), Ro-Kolkata, NHAI.

2. S.K. Mallik


S.K. Mallik, PD
NHAI, PIU-Durgapur


APPENDIX – 1

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

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

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


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


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



Dr. B. C. ROY ENGINEERING COLLEGE, DURGAPUR

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

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

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

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

MEMORANDUM OF UNDERSTANDING(MOU)

BETWEEN

Dr. B. C. Roy Engineering College, Durgapur

&

ARDENT COMPUTECH PVT LTD, West Bengal



Dr. B. C. ROY ENGINEERING COLLEGE, DURGAPUR

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MEMORANDUM OF UNDERSTANDING

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

BETWEEN

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

AND

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

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



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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.



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

CLAUSE 3 INTELLECTUAL PROPERTY

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

CLAUSE 4 VALIDITY

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

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

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



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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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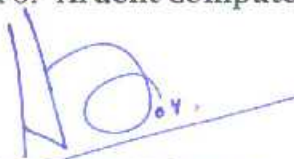
AGREED by Either Parties:

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

Dr. B. C. Roy Engineering College, Durgapur.	Ardent Computech Pvt Ltd
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www.bcrec.ac.in	www.ardentcollaborations.com

Witness 1: *CKora*

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

Witness 2:

Praloy Majumdar


Witness 3:


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

Witness 4:

Chittaranjan




MEMORANDUM OF UNEDERSTANDING(MOU)

BETWEEN

DR. B.C. ROY ENGINEERING COLLEGE, DURGAPUR

AND

CAMBRIDGE MARKETING COLLEGE, CAMBRIDGE



MEMORANDUM OF UNDERSTANDING

1. Overview

This Memorandum of Understanding (MOU) signed on this day the 13th December, Two Thousand and Nineteen (CE) between the two parties below establishes a joint working arrangement with immediate effect:

1. **Cambridge Marketing College** (hereafter referred to as CMC)

Cygnus Business Park

Middlewatch

Swavesey

Cambridge CB24 4AA

2. **Dr B C Roy Engineering College** (hereafter referred to as BCREC)

Jemua Road,

Fuljhore,

Durgapur, Paschim Bardhaman,

PIN - 713 206,

INDIA.

1. **The objective** OF THIS MOU is to offer following programmes to Indian students, as described below. One or more of such programmes may be conducted.

The programmes that CMC and BCREC have jointly agreed upon are described in Schedule 1:

1. Master-class and mentored workshop (of duration between two and three days) at BCREC Campus:

- a. These programmes will aim to deliver a deep insight and understanding of a certain subject or topic related to Contemporary Management Practices.
- b. These programmes will be intensive and interaction based in nature.
- c. At the end of such a programme the participants would attain a level of higher understanding, detailed insight, confidence and ability to apply the learning into practical scenario.



ii. Immersion programme in UK (of duration between 8 days/seven nights) : These programmes could be a longer one week and can address a number of different topics including (but not limited to) the above. The advantage of an immersion programme would be that

- a. The students would learn from a set of globally acclaimed tutors and mentors
- b. They would have a completely different experience of another country, its culture, its commercial environment, its teaching methods
- c. The students will have to engage by making themselves more pro-active as there will be plenty of opportunities for them to react with a number of tutors, business personalities and other students in UK.
- d. They would be able to obtain the most contemporary cutting edge management practices, tools and technologies and that will remain with them forever.
- e. Such programmes will enhance confidence and guide the students towards engaging with the most happening trends in the management industry
- f. These programmes will be beneficial for both engineering, pharmacy and management students for their future career. CMC may also design marketing related courses attuned to the needs of students of pharmaceutical sciences.
- g. A 8 days programme will have 5 days classroom session and three days free of study
- h. Courses that have popular demand shall be considered on priority. CMC shall outline Course Objective and Course Outcome and also design the Courseware.

2. Process and Workflow

- Any qualification/ Certificate at the end of such a programme will be awarded by CMC jointly with BCREC
- The acceptance of a student in any programme will be based on an application from the student/s in prescribed format, screened and recommended by BCREC Authorities and accepted by CMC
- **Master-classes and mentored workshop programmes** at BCREC premise will be conducted and supervised by Mr Nandan Sengupta, College Ambassador for India, Cambridge Marketing College.



- Normally four such Master Classes / Workshops per annum shall be planned, two such programmes shall be organized during Summer recess and Winter recess and the balance two shall be organized during the odd/even semesters, preferably on Sundays and Mondays or Mondays and Tuesdays.

- CMC will also employ other empanelled tutors of the college as necessary. BCREC is welcome to employ their tutors as co-conductor of the programme. CMC will provide Tutor and Mentor Profiles to BCREC in advance.

- All payments due shall be paid in Indian Rupees to the Indian account of ESK Network, CMC's authorised associate. CMC will advise the appropriate PAN/TAN for the purpose of TDS (Tax Deducted at Source) as applicable

- Payments shall be made 45 days in advance after deducting (TDS) as applicable.

- **Immersion programmes** at Cambridge UK will be organised and conducted by CMC. Before each and every such programme the cost for the same will be agreed upon by CMC and BCREC. Two such immersion programmes per annum shall be normally organized.

- Such a programme will have to be agreed upon at least Six months in advance with all due payments made four months in advance to CMC. CMC will issue the acceptance letter to be attached with the necessary Visa Application to facilitate processing of Visa Application(s) by the candidate.

- Payments will have to be made, at least 4 months prior to the programme, to CMC's UK bank account through bank-to-bank transaction. CMC shall advise the UK Bank Account details and also provide Tax Residency Certificate in compliance with the Double Taxation Avoidance Agreement (DTAA) in force between UK and India.

- All visas need to be applied at least three months in advance. All supporting documents for Visa will be the applicant's responsibility. On receiving the due fees, CMC shall issue an invitation letter, addressed to the appropriate authority (UK High Commission / Visa Officer / To whom it may concern) in favour of individual applicant clarifying the nature and



purpose of the visit for a smooth and hassle free visa processing. CMC cannot take any responsibility if a visa is rejected.

- o Cancellation: The total cost will be divided into two parts, namely course fee and sustenance (Accommodation and Foods)
 - There will be a **20% cancellation charge on the course fee** for any cancellation made after 7 days of booking/payment made. If the cancellation is within the 7 days of the payment or in case of a visa rejection (with supporting documents from UK High Commission), a full refund will be made after deducting any bank charges that may be applicable to transfer the amount back.
 - There will be a **cancellation charge for the hotels / accommodation (perhaps even in case of a visa rejection)**. It varies and in each case, these terms will be made clear to the students before booking. The applicable cancellation charges will be deducted at actuals and the rest will be paid back after deducting any applicable bank charges. All documentary evidences will be provided for any “deduction against cancellation” against sustenance fees.
- o Schedules for both the aforesaid programmes in 2020 and 2021 will be discussed and fixed by end of December 2019 preferably.
- o

CMC's Ambassador Nandan Sengupta, who divides his time between India and UK, will oversee and manage the programme.

3. Roles and Responsibilities

1. BCREC

- o For any programme arranged at BCREC premise, BCREC will provide
 - o Place/Venue/facilities for running the programme
 - o Infrastructure for the sessions
 - o Attendees from colleges/ corporate



- Accommodation, local hospitality and outbound/inbound transportation for the guest faculty visiting for the programme, shall be BCREC responsibility.
- Each Batch/class size should be limited to fifty students.
- Two to three BCREC faculty may be included as mentors and future tutors. They will be considered as co-conductors, not as students.
- Accommodation for Guest Faculty for programmes organised at BCREC shall normally be arranged at College Guest House. CMC shall advise in advance if any distinguished Guest Faculty may require Hotel accommodation for extraneous reasons.

II. CMC

- For any programme arranged in UK, CMC will provide
 - Place/Venue/facilities for running the programme
 - Infrastructure for the sessions
 - The training programme delivered by top-notch management tutors in UK.
 - A farewell dinner at Cambridge
 - Accommodation and pick and drop from the venue to the hotel/guest house and transfer from Heathrow airport to Cambridge and Cambridge to London. Breakfast and lunch during the stay at Cambridge are included in the programme (evening dinners and food at London are not included)
 - Study materials/hand-outs shall be provided by CMC to the students.

4. Financials / Commercial / notes

a) **Financial Notes**

1. For all programmes at BCREC, Durgapur, CMC will charge a fee at the following rate

- INR 15,000/- per day
- Additional costs: Return conveyance from Kolkata for tutors (up to two) + Accommodation and hospitality at BCREC (if night stay is involved).

These programmes will be conducted four times a year comprising of two days in summer recess, two in winter recess and remaining two in week off days



preferably Sundays and Mondays or on Mondays and Tuesdays between 10.00 am to 5.00 pm. Webinars/Webcast will be arranged as applicable for willing students who wish to reinforce their learning. For webinars, there will be no fee.

- All payments for the above programmes will be accepted in Indian Rupees through CMC's authorised partner ESK Network(as mentioned earlier) who handles CMC's financial matters in India. For all matters the primary contact person will be Mr Nandan Sengupta.
- ii. **For programmes in UK**, indicative charges are as follows. Final cost will be decided once dates are finalised. Cost may vary appreciably depending on the dates as the accommodation charges in UK vary through out the year, depending on the tourism industry and school/college holidays. However the accommodation costs will be on actuals only.

- Indicative cost that CMC will charge BCREC
 - For a 8 days' programme (EIGHT DAYS/SEVEN NIGHTS) – Course Fee - £900 + Sustenance £800 = £1700 which is INR 1,57,000/- approx.at current forex rate (Excluding Airfare , visa fee and evening dinners and food cost at London).
 - The above fees will include
 - Fee for the course (as indicated)
 - Accommodation in Cambridge and London
 - 4 nights in Cambridge and 3 Nights in London .
 - Breakfast and lunch at Cambridge (**All dinners and cost of food in London are excluded**)
 - Study hand-outs
 - Airport transfer from Heathrow to Cambridge and Transfer from Cambridge to London hotel for the whole group

Minimum numbers of students required: 15

Maximum numbers of students accepted in one programme: 30.



b) Commercial Notes

- i. CMC understands that BCREC will require adding their management costs to the above charges and determining the final cost to students for any such India-based programme. In that case CMC will invoice BCREC based on the costs mutually agreed between BCREC and CMC.
- ii. CMC suggests that one or two BCREC teachers may be included in the team as leaders and guide. However this decision is entirely up to BCREC. CMC will be happy to discuss and finalise. For tutors, the costs of sustenance will apply but the cost for course will not be applicable although CMC would welcome tutors (maximum three) to join the programme and accept a certificate of completion.
- iii. The payments for immersion programme will have to be paid into CMC's UK bank account through bank transfer.
- iv. The payments for the Master-class and mentoring programme in India shall be paid to CMC's strategic partner ESK Network in Indian Rupees
- v. No withholding tax will be applicable. In case any TDS needs to be implemented by BCREC/CMC (or its representative) according to the law of The Govt. of India, the TDS certificate will be provided. CMC, as a regular UK taxpayer will pay its taxes to HMRC, UK and if there is any TDS in India applicable to CMC or its representative; they will take the TDS certificate and submit the same to HMRC UK for the corresponding tax credit under UK-India bilateral treaty.
- vi. GST, if applicable, will be charged.



c) **Legal Notes**

- i. That this MoU will remain in force for 3 years subject to satisfactory evaluation and renewal every year. During the interregnum, either party may review the instrumentalities and suggest ways and means to improve or modify the courses.
- ii. That this MoU will cease to exist with mutual agreement of both the parties at any point of time (within its validity period) with a written 90 days notice from either party.
- iii. That any dispute arising within the purview of this MoU will be sorted out jointly by the Chief Executive Officers of BCREC and CMC.

Schedule 1

- a) Digital Marketing (with all related areas as below)
 - a. Digital Marketing as a whole
 - b. Strategy and Campaigns
 - c. Search Engine Optimisation techniques
 - d. Social Media Optimisation techniques
 - e. Data Security Management
 - f. Data Analytics
 - g. Big Data
 - h. Internet of Things (IOT)
 - i. Cloud Computing
 - j. Google Cloud
- b) Consumer Electronics Marketing (Conventional FMCG/Consumer durables marketing)
- c) Organizational Behaviour Study
- d) Leadership Skills
- e) Innovation Management
- f) Strategy and Entrepreneurship Management
- g) Change Management and Organization affects
- h) Improving Communication and Listening Skills

As requested by BCREC, CMC has agreed that they would explore the possibility of organising courses in the following areas if those merge into the purview of marketing technology

- o Artificial Intelligence and data matrices
- o Cyber security



MEMORANDUM OF UNDERSTANDING – BCREC-CMC

CONFIDENTIAL



FOR DR. B C ROY ENGINEERING COLLEGE : _____

SIGNATURE 	NAME Tarun Bhattacharya General Secretary Dr. B. C. Roy Engineering College Durgapur	DATE 13/12/19
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Cambridge Marketing College , UK: _____

SIGNATURE 	NAME NANDAN SENGUPTA CAMBRIDGE MARKETING COLLEGE MARKETING SPECIALIST	DATE 13/12/19
---------------	---	---------------

Cambridge : UK

WITNESS: _____

SIGNATURE 	NAME Dr. Pijush Pal Roy	DATE 13/12/19
---------------	-------------------------	---------------



END OF DOCUMENT

TAX INVOICE

Invoice from:

CoCubes Technologies Pvt. Ltd.
1205-1206, 12th 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)	Sub Total		₹ 304830.51
	CGST @ 9%		₹ 0.00
	SGST @ 9%		₹ 0.00
	IGST @ 18%		₹ 54869.49
	Grand Total		₹ 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 BCRC <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
BCRC

[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 <avishek.chakraborty@cocubes.com>

Thu, Jul 5, 2018 at 2:49 PM

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

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 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, 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.

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

promptly 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, 7th Main, 1st Block, Koramangala, Bangalore-560034 and herein after unless the context otherwise requires be referred to as ("CoreEL")

1. Introductory: Partnership Objective

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

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

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

3. Benefits

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

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

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

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

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

3.3. **Benefits to CoreEL**

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

4. **Activities**

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

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

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

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

5. Process

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

6. General

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

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

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

- 6.4. This MOU may be terminated by either party without assigning reasons by prior written notice of 90 days.
- 6.5. Each Party shall take specific permission to use the name, logo and other trademarks of the other Party on its website, marketing collateral and other publications. Deplction 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	<i>Sadiya</i>	<i>Sinha</i>
Name	Sadiya Arshad	Prof. AMITABHA SINHA
Title	National Manager	Principal DR. B. C. Roy Engineering College DURGAPUR
Date		21/12/2016



ANNEXURE – A

[Current Product List of CoreEL]

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

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

Quotations for the same can be demanded according to requirements.

The salient feature of our university program :

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

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

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

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

MEMORANDUM OF UNDERSTANDING
Between DR. B C ROY ENGINEERING COLLEGE

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

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

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

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

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

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

For any clarification feel free to call us.



Dr. B. C. ROY ENGINEERING COLLEGE, DURGAPUR

(Approved by AICTE & Affiliated to WBUT)

CAMPUS : JEMUA ROAD, FULBHORE, DURGAPUR-713206 (W.B.), INDIA
☎ (0343) 250-1353/4106/4121/2449, Fax : (0343) 250-4059 / 3424
E-mail : dgp_bcrec@sancharnet.in, Website : www.bcrec.org

Memorandum of Understanding

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

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

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

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

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

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



Dr. B. C. ROY ENGINEERING COLLEGE, DURGAPUR

(Approved by AICTE & Affiliated to WBUT)

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☎ : (0343) 250-1333/4106/4121/2449, Fax : (0343) 250-4059 / 3424
E-mail : djg_brcac@sanchamat.in, Website : www.brec.org

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

Authorized Signatories:

Authorized Signatory from the Institution:

Shinco

Principal
Dr. B. C. Roy Engineering College
DURGAPUR

Authorized Signatory from your Company:





Dr. B. C. ROY ENGINEERING COLLEGE, DURGAPUR

(Approved by AICTE & Affiliated to MAKAUT WB)

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

☎ : (0343) 250-1353/4108/4121/2449 Fax : (0343) 250-4059 / 3424

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

MEMORANDUM OF UNDERSTANDING

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

1. **The Mission Hospital, Durgapur** (A unit of Durgapur Medical Centre Pvt. Ltd.) having its Registered Office at Plot No. 219 (P), Sector II C, Immon Kalyan Sarani, Bidhan Nagar, Durgapur, *hereinafter named TMH in acronym* and represented by Mr. Ramesh Lal, 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.....

".....Whereas the Second Party is desirous to avail medical treatment from the First Party for its members (*that includes bonafide Students, Staff and Faculty/Officials of Dr. B. C. Roy Engineering College, Durgapur and of the Academy of Professional Courses, Durgapur - APC (both the Institutions located at Jemua Road, Fuljhore, Durgapur – 713 206, District West Burdwan, West Bengal)*), 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**"

" And whereas it is deemed necessary to reduce the terms and conditions mutually agreed upon in writing to avoid any misunderstandings 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 assigns.
- b. "BCREC" shall mean Dr. B. C. Roy Engineering College, Durgapur including its successors and permitted assigns.



Dr. B. C. ROY ENGINEERING COLLEGE, DURGAPUR


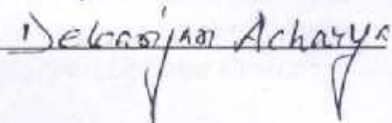
(Approved by AICTE & Affiliated to MAKAUT, WB)


CAMPUS : JEMUA ROAD, FULIHORE, DURGAPUR-713206 (WB), INDIA
☎ (0343) 250-1353/4106/4121/2449 Fax (0343) 250-4095 / 3424
E-mail : info@bcrec.ac.in • Website : www.bcrec.ac.in

TERMS AND CONDITIONS:

- TMH will send one Doctor everyday (Tuesdays to Saturdays) for general health check - up of Staff and Students of BCREC and APC. *The timing has been mutually agreed upon - from 12.00 Hrs IST to 17.00 Hrs. IST.*
- 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.
- BCREC will pay a sum of Rupees 50,000.00 (Rupees Fifty Thousand) only to TMH as Service Charge. *This sum will be inclusive of applicable GST.*
- During interim end - Semester Break/ College Holidays for longer duration, this arrangement shall remain suspended, and recommence when the College(s) re - open after Holidays/end - Semester breaks. But BCREC shall not make any pro - rata deductions from the Service charge for the interim period.*
- For transportation of patients (ailing students/staff/Faculty and Officials) requiring medical attention, TMH shall provide Ambulances on Call.

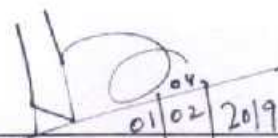
Witnesses:

-  (M. Saiveev Kumar)
- 


(Ramesh Lall)
Sr. GM - HRD, Missions Hospital Ltd.
Durgapur.

Witnesses:

-  (KOUSHIK SENAPATI)
-  (ALOK KAHALI)

 01/02/2019
(Dr. Pijush Pal Roy),
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

(BCREC)



Date: 02.02.2019

A handwritten signature in blue ink, appearing to be 'H. Roy', is written on the right side of the page.

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.



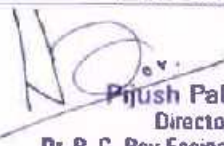


9. Points of Contacts

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 nd February 2019	Date: 2 nd February 2019



Mr.J.C. Mistry, Chief-TPSDI

- 0 -



Dr. B. C. ROY ENGINEERING COLLEGE, DURGAPUR

(Approved by AICTE & Affiliated to WBUT)

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

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

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

Date: 23/03/18

Dr. Ajay Kela

President and CEO

Wadhvani Operating Foundation

Through:

Mr. Asgar Ahmed

Director

Student Entrepreneurship Development, India

Wadhvani Operating Foundation

Dear Dr. Kela,

This is to formally indicate Dr.B.C.ROY ENGINEERING COLLEGE, DURGAPUR intention to be part of Wadhvani Operating Foundation's "Premium Partner" in India.

As discussed in the meeting with Mr. Asgar Ahmed/ Subhabrata Bhattacharjee on 23RD March,2018 we have initiated the internal process to formally approve the WF proposal as follows:

Program	Details
Curriculum Program (Basic & Advance Entrepreneurship)	
1. Entrepreneurship Curriculum Adoption*	[<input checked="" type="checkbox"/>] Basic [<input checked="" type="checkbox"/>] Advance [<input type="checkbox"/>] Both
2. Approval by the Academic Council for Course Adoption	Approval Date: _____ (Please attached document as proof of approval e.g. meeting minutes, memorandum, details of credits assigned etc.) ANNEXURE I
3. Entrepreneurship Curriculum Integration	[<input type="checkbox"/>] Basic [<input type="checkbox"/>] Advance [<input type="checkbox"/>] Both
4. Identified lessons to be integrated into existing courses	[<input type="checkbox"/>] Basic Lessons: _____ [<input type="checkbox"/>] Advance Lessons: _____



Dr. B. C. ROY ENGINEERING COLLEGE, DURGAPUR

(Approved by AICTE & Affiliated to WBUT)

Program: **Details**
CAMPUS : JEMUA ROAD, FULBHORE, DURGAPUR-713206 (W.B.), INDIA
☎ (0343) 250-1353/4106/4121/2449 ☎ (0343) 250-4059 / 3424
E-mail : info@bcrec.ac.in • Website : www.bcrec.ac.in

5. Approval by the Academic Council	Approval Date: _____ (Please attach document as proof of approval e.g. meeting minutes, memorandum with details of credits assigned etc.)
6. Identified faculty to undergo WF training and run the program in campus	Please attached name of faculty and their background, qualifications (Faculty Curriculum Vitae) ANNEXURE II
7. Roll out Date	Academic Year 2018-19 <input checked="" type="checkbox"/> Basic August 2018 to January 2019 <input checked="" type="checkbox"/> Advance February 2019 - August 2019 (These includes general holidays, exams semester break)
8. Infrastructure approved for rollout	<input checked="" type="checkbox"/> Classroom with Internet infrastructure for online blended teaching <input checked="" type="checkbox"/> Designated laptop/desktop, audio-visual equipment for use of faculty to run the content

Practicum (Establishment of the Entrepreneurship-Cell)

1. Approval by the management to have the ecell established	Approval Date: 2007 (Please attached document as proof of approval e.g. meeting minutes, memorandum, etc.)
2. Identified who will act as adviser	Name of faculty and his/her background, qualifications DR. P. PAL ROY, Director
3. Identified a core of student to serve as E-Leaders and who will undergo WF E-Leaders Training	Name of students and their course ANNEXURE II
4. E-Leaders to undergo internal orientation on WF Ecell	Scheduled on:

Published in College/University Collaterals

The program details published in College/University, Brochure/website with content credit to Wadhvani foundation	Approval _____ Published _____
--	-----------------------------------

*If course adoption is in parts, please move to point #3

We understand this formal approval letter will be considered to be Annexure 1 of the MoU to be signed.

On behalf of

Dr. B. C. ROY ENGINEERING COLLEGE, DURGAPUR

23/3/2018
PROF. DR. P. P. ROY
DIRECTOR, BCREC
23-03-2018



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



Dr. B. C. ROY ENGINEERING COLLEGE, DURGAPUR

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

23 March 2018

Annexure: 01

TO WHOM IT MAY CONCERN

This is to certify that MAKAUT (Maulana Abul Kalam Azad University of Technology , West Bengal , B-142, Sector-2, Salt Lake) has mandated additional requirement of earning minimum number of Activity Points of 100 from the academic year 2018-19 Onwards and for existing students, to obtain B.Tech degree of the University. As student can earn at least 50 activity points if he participates in the Entrepreneurship programme offered by Wadwani Foundation(WF).


Prof. (Dr.) P. Pal Roy
Director, BCREC

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





23 March 2018

Annexure 02

The following faculties are identified by the management from the instituteto undergo WF training and run the programme in campus –

1. Prof.Krishna Sinha Ray, Assistant Professor, Faculty of Management Sciences

Teaching Experience –

Core Subject : Operations and Systems : 24

Entrepreneurship Experience : 12

2. Prof.Dipta Chaudhuri , Assistant Professor, Electronics Engineering

Teaching Experience –

Core Subject Electronics Engineering: 11

Entrepreneurship Experience : 06 Years

The students selection is yet to take place, the updated list shall be sent shortly.

3. Prof.Abhijit Banerjee , Assistant Professor, Electronics Engineering

Teaching Experience –

Core Subject : ECE : 10

Entrepreneurship Experience : 06 Years

The students selection is yet to take place, the updated list shall be sent shortly.

4. Prof.Shouvik Chandra , Assistant Professor, Marketing Management

Teaching Experience –

Core Subject : 10

Entrepreneurship Experience : 06 Years

The students selection is yet to take place, the updated list shall be sent shortly.



Handwritten signature and date: 23/3/2018



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AN 610808

MEMORANDUM OF UNDERSTANDING (MoU)

1. Parties

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

BY and BETWEEN

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

AND

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

M. Bhattacharya
22/2/2024

J. K. Roy
22/02/2024

1. Preamble

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

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

2. Objective

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

3. Scope

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

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

M. Bhattacharya
22/2/2024

M. Bhattacharya
22/02/2024

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

4. Role of BCREC Society

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

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

M. Bhattacharya
22/2/2024

S. K. Mishra
22/02/2024

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

5. Role of SAIL DSP

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

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

6. Central Coordination Committee (CCC):

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

From SAIL DSP:

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

Shri S K Singh
22/2/2024

Subin
22/02/2024

From Dr. B. C. Roy Engineering College:

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

7. Financial Aspects

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

M. Shrivastava
22/02/2024

Subir M
22/02/2024

8. Publication and Patents:

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

9. Validity:

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

10. Confidentiality:

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

11. Resolution of Disputes:

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

M. Shrivastava
22/2/2024

Jubina
22/02/2024

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

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

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

Signature *M. Bhattacharya*
22/2/2024
Name: **TARUN BHATTACHARYA**
Designation: **GEN. SECRETARY**

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

Signature *Sanjeev Kr Singh*
22/02/2024
Name: **SANJEEV KR SINGH**
Designation: **CGM I/c M&U.**

Witness 1

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

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

Witness 2

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

Witness 1

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

Witness 2

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

KPJ ECLOSET SERVICES PRIVATE LIMITED

ECLOS:T

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT ("NDA") is made and entered into at New Delhi on May 1st , 2023 by and between:

KPJ ECLOSET SERVICES PRIVATE LIMITED.(brand name Ecloset) , a company incorporated in accordance with the Companies Act, 1956, bearing corporate identification number U72900DL2020PTC369271 and having its registered office at SVI SNO.29, RK Puram South West 110022 Delhi is represented by its authorized signatories of the

FIRST PART;

AND

BAIET (BCREC Artificial Intelligence and Emerging Technology) Foundation, is a joint initiative of Dr. B. C. Roy Engineering College, Durgapur and VITTI Foundation, New Delhi , a Section 8 company incorporated in India and having its registered office at BCREC Artificial Intelligence and Emerging Technology, (BAIET)Foundation, Dr B.C.Roy Engineering College, Jemua Road, Fuljhore, Durgapur, 713206.West Bengal , India (hereinafter referred to as "**Recipient**" which expression shall, unless contrary to the context or meaning thereof, mean and include its successors-in-interest and permitted affiliates/assigns) represented by its authorized signatory of the **SECOND PART**.

Ecloset and the Recipient are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**" as the context may require.

WHEREAS:

- A. Ecloset is a company engaged in providing innovative fashion technology services solutions and products to its customers (B2B2C) and Metaverse experience to its customers and partners.

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CIN : U72900DL2020PTC369271

H.O : S VI S NO. 29, RK Puram , Delhi, South West Delhi -110022

Email : info@ecloset.in

APJ ECLOSET SERVICES PRIVATE LIMITED

- B. Recipient is engaged in the business of providing emerging technologies, particularly, Artificial Intelligence, Block Chain, Supply Chain Management, Cloud, AR and VR for Metaverse. Product Innovations and Development and Future Technology Solutions.
- C. Ecloset intends to avail certain services from the Recipient with regard to the Technology Innovation, development and maintenance and any other technical solutions as mutually agreed.
- D. The Parties based on the aforesaid understanding have already entered negotiations pursuant to which Ecloset has appointed the Recipient as a service provider for completing a definitive agreement.
- E. Before and for the duration of the contract period, in order to facilitate discussions between the Parties with regard to the Purpose, Ecloset may provide Confidential Information (*as defined below*) pertaining to its business. The Recipient acknowledges, confirms and understands that any unauthorized dissemination of any of the Confidential Information to the public domain shall cause huge loss to Ecloset and agrees to take more than reasonable care to protect the said Confidential Information.
- F. Recipient has sought and further intends to seek information and data from Ecloset with regard to the Purpose. Ecloset has already shared such Confidential Information or may share in this regard on various dates and intends to share more information, during the pendency of the definitive Agreement on the representation of Recipient it shall not disclose the Confidential Information to any third party and keep the information strictly confidential.
- G. The Parties have therefore decided to reduce the NDA into writing.

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants set forth hereinafter, the Parties agree as follows and this NDA witnessed as follows:

1. DEFINITIONS

- 1.1 “**Confidential Information**” shall mean and include the following shared by Ecloset to the Recipient:

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- i. all technical and non-technical information including all information pertaining to its system, employees, all sales report, style details, schedule pertaining to all styles, data and any other type of information stored as record by Ecloset;
- ii. design, presentation, marketing information, financials, information related to Ecloset and or its product, employees, its sister concerns and affiliates, patent, representation of information of Ecloset marketing campaign, knowledge, facts, concepts or instruction which have been prepared by Ecloset whether in a formalized or non- formalized manner;
- iii. any information that has been processed in any computer system or computer network, or has been shared otherwise, all copyright, trademark, trade secret, any other Intellectual Property and proprietary information of any nature whatsoever (including designs), techniques, sketches, drawings, models, inventions, know-how, processes, research, experimental work, development, design details;
- iv. specifications, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans and information of any nature whatsoever, irrespective of its mean, medium or storage, and in any format (including computer printout, CD, punched card, pen drives, etc.);
- v. information shared by any kind of communication devices (cell phones, e-mails, personal digital assistance or any other device used to communicate, send or transmit any text, audio, video or image) or in any personal meeting or otherwise and being given or shared by Ecloset to the Recipient; and
- vi. lyrics, music, song, underlying principles, ideas and any such information provided by Ecloset which is not available in the public domain; and
- vii. other type of information stored as record by Ecloset shall also be included.
- viii. any/all information, documents, know-how and other such information provided to the Recipient by Ecloset with regard to the Purpose, and which has not been specifically mentioned above.

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1.2 "Intellectual Property" shall mean and include copyright, trademark, trade secret, any other intellectual property and of any nature whatsoever as mentioned above and further including designs, techniques, sketches, drawings, models, inventions, know-how, processes, research, experimental work, development, design details and specifications, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising strategy, and marketing plans etc.

2. TERM

2.1 This NDA shall be valid for the entire duration of contract and a period of 1 (one) year thereafter ("Term") and which shall deem to commence from the date of execution of this NDA.

2.2 Upon the expiry of the Term, the Parties may extend the same to a later date as may be mutually decided between the Parties.

3. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

The obligation of confidentiality with respect to Confidential Information, as provided under this NDA, will not apply to the following information:

- 3.1 If the information is or becomes publicly known and available other than as a result of breach of this NDA by Recipient or any of its representatives;
- 3.2 If the Confidential Information is or was received by the Recipient from a third-party source which, to the best knowledge of the Recipient or its representatives, is or was not under a confidentiality obligation to Ecloset with regard to such Confidential Information;
- 3.3 If the Confidential Information is disclosed by the Recipient with Ecloset's prior written permission and approval;

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3.4 If the Confidential Information is independently received by the Recipient prior to the disclosure made by Ecloset and without the use and benefit of any of Ecloset's Confidential Information;

3.5 If the Recipient or any of its representatives is legally compelled by applicable law, by any court, governmental agency or regulatory authority or by a court of law, to the extent lawful, the Recipient or its representatives give prompt written notice of that fact Ecloset prior to disclosure and in the absence of such protective order or other remedy, the Recipient or its representatives may disclose only such portion of the Confidential Information which it is legally obligated to disclose, as approved by Ecloset. For the purposes of this NDA, the term "representatives" shall have the meaning assigned to it in clause 5.4 below.

4. OBLIGATIONS OF THE RECIPIENT

4.1 The Recipient along with its employees, shall once it has received the Confidential Information keep such Confidential Information strictly confidential and shall always take actions necessary to keep the information confidential and shall not disclose the Confidential Information to any third party (including to any government or statutory authority) without obtaining the written consent of Ecloset).

4.2 The Recipient shall not copy, disseminate, or use the confidential information except as expressly authorized by Ecloset.

4.3 The Recipient shall return all the confidential information and copies thereof on the expiration and/or termination of this NDA.

4.4 In case of an unauthorized disclosure or loss of any Confidential Information due to any act attributable to the Recipient or any of its representatives, the Recipient shall promptly and immediately at its own expense, notify Ecloset in writing and shall take all necessary actions as may be necessary or requested by Ecloset to minimize any damage Ecloset or a third party as a result of the disclosure or loss; and

4.5 The obligation not to disclose any/ all Confidential Information shall remain in effect in accordance with the provisions of clause 12.1, from the date of expiry or until such Confidential Information ceases to be confidential, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this NDA.

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5. REPRESENTATIONS OF THE RECIPIENT

- 5.1 The Recipient represents and confirms that it has ensured that all data it has received from Ecloset is secure and it has all necessary rights to take necessary actions to keep the Confidential Information safe and secure.
- 5.2 The Recipient hereby represents and agrees to comply with applicable regulatory, data protection standards, and information security requirements for financial institutions or third parties engaged with financial institutions based on the type of Confidential Information received, accessed or transmitted from or to each financial institution and/or the type of access to financial institution systems.
- 5.3 The Recipient represents that it has a stringent policy, procedure, knowledge, infrastructure support to protect the Confidential Information given by Ecloset from unauthorized disclosure and to cause any breach of this NDA.
- 5.4 The Recipient shall always inform only the concerned employee on a need-to-know basis for who, the Recipient shall ensure the compliance of the terms of this NDA. The Confidential Information shall not be shared with anyone including employees, agents, subcontractors, etc. The Recipient agrees to indemnify Ecloset for any breach or misrepresentation which Ecloset may suffer (for any loss of any nature) because of Recipient breach of the term of this NDA or any misrepresentations.

6. OWNERSHIP OF CONFIDENTIAL INFORMATION

- 6.1 All Confidential Information (including copies thereof) shall remain the property of Ecloset and shall either be returned or destroyed as required by upon Ecloset's written request in any event, upon completion or termination of this NDA.
- 6.2 The Recipient agrees that it will within 3 (Three) days of receipt of written notification from Ecloset or upon completion or termination of this NDA, return or destroy, as the case maybe, all documents, files and tangible items and all information, in any form whatsoever, in its possession which contain any Confidential Information, in any form, whether directly or indirectly forming part of Ecloset's

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Confidential Information and provide a certificate of destruction once such Confidential Information is destroyed. Notwithstanding the return or destruction of Confidential Information, each Party will continue to be bound by its obligations hereunder.

6.3 No Intellectual Property rights are implied or granted to by Ecloset to the Recipient under this NDA.

6.4 The Recipient shall not, for its own benefit or the benefit of any third party any information disclosed, accessed or work with Ecloset's Confidential Information.

7. REMEDIES

7.1 The Parties hereby agree and acknowledge that any unauthorized use or disclosure of Confidential Information by or on account of the Recipient, or its representatives, may cause immediate and irreparable harm to Ecloset and/or its customers/ clients/ borrowers/ business partners.

7.2 The Parties hereby agree that monetary damages may not be a sufficient remedy for such unauthorized use or disclosure of Confidential Information and that Ecloset shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as maybe deemed proper by a court of competent jurisdiction.

8. INDEMNITY

8.1 The Recipient ("**Indemnifying Party**") hereby agrees to indemnify and shall accordingly hold Ecloset and its directors, officers, employees and agents and affiliates (each an "**Indemnified Party**"), harmless and indemnified from and against any loss, liabilities, consequences, exposure, outgoings, claims, prejudice, damages, costs, taxes, duties, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees and legal costs (incurred whether in protection or defense) incurred by the Indemnified Person arising in connection with the breach of any of the terms and conditions of this Agreement by the Indemnifying Party or its representatives.

8.2 Notwithstanding any other provisions of this NDA, in no event shall either Party be liable to each other for any indirect loss, lost profits or revenues, consequential or similar damages under this Clause 8.

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9. TERMINATION

- 9.1 This NDA shall be valid for the entire duration of contract and a period of 2 (two) years thereafter ("Term") and which shall deem to commence from the date of execution of this NDA and shall terminate automatically thereafter.
- 9.2 Upon the expiry of the Term, the Parties may extend the same to a later date as may be mutually decided between the Parties.
- 9.3 Upon the termination of this NDA, the Parties hereby agree that once any creatives/ concepts and ideas specific for the Purpose of this Agreement bearing any novelty and/ or where any Intellectual Property protection can be obtained under applicable law, is shared by the Recipient with Ecloset. Any such creatives/ concepts and ideas shall be the property of Ecloset.
- 9.4 The termination of this NDA shall not relieve either Party of its obligations with respect to maintaining confidentiality of the Confidential Information disclosed under this NDA in accordance with clause 12.1, from the date of termination of this NDA.

10. ASSIGNMENT

- 10.1 The Parties hereby agree and acknowledge that the Recipient shall have no right to assign its obligations under this NDA to any third parties.

11. DISPUTE SETTLEMENT AND COURT JURISDICTION

- 11.1 The Parties shall in case of any dispute which may arise out of this NDA endeavor to settle it by way of conciliation within 15 (fifteen) days from the date of the dispute arising.

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11.2 This NDA will be governed exclusively by the laws of India and the Parties have agreed that the jurisdiction shall be vested solely exclusively in the courts at New Delhi and only the failure of the conciliation mechanism the matter shall then be referred, or parties shall approach the jurisdictional courts at Durgapur only.

12. SURVIVAL OF THE NDA

12.1 This NDA shall survive for a period of 2(year) year after the expiry or termination of this NDA. The Recipient shall return all the Confidential Information to Ecloset at the expiry or termination of the NDA.

12.2 The Parties understand and acknowledge that the scope of this NDA is to govern the confidentiality provisions and nothing under this Agreement will require Ecloset to accept the services of Recipient, unless the parties enter into a definitive agreement.

IN WITNESS WHEREOF, the Parties have duly executed these presents the day and the year first above written.

By the within named "Ecloset"
Through its authorized signatory

Recipient

Name : Rashmi Chopra
Designation : Director, KPJ ECLOSET
SERVICES PVT LTD.



Name : Dr. Sanjay S. Pawar
Designation : Director BAIET.

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MEMORANDUM OF UNDERSTANDING

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

Recitals

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

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

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

1. BROAD SCOPE OF ACTIVITIES

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

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

2. CONFIDENTIAL AND PROPRIETARY INFORMATION

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

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

3. DATA PRIVACY

- 3.1. The Parties hereby agree that each of it shall be acting in the capacity of an independent Data Controller and no PII (as defined under this MOU) of the other Party shall be used for any purposes other than for the fulfillment of the purpose of this MOU and provision of the Services as contemplated herein. Infosys while processing Personal Data for the purpose of Services contemplated herein; shall adhere to the stipulations agreed under Schedule C.
- 3.2. With respect to Personal Data provided by or on behalf of Partner or permitted by Partner to be provided to Infosys:(a) Each party will comply with all Laws, including all Laws relating to privacy or data security (b) Infosys and Partner will not be required to monitor or advise the other, in determining compliance with laws; (c) in the event of any change to (including changes in interpretation of a Law which requires a change to all or part of the Service, the Parties may make appropriate adjustments to the terms of the MOU and the Service, as determined by Infosys; and (d) Partner will encrypt all Partner Personal Data, prior to the provision to Infosys of such Partner's Personal Data by or on behalf of Partner or permitted by Partner to be provided to Infosys, or using such in connection with the Services. Partner is responsible for back up of all Partner Data.
- 3.3. Infosys has established and maintains a data security program. The existence of the data security program does not relieve either party of their obligations otherwise described in the MOU.

4. OWNERSHIP AND RESTRICTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

5. TERM

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

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

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

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

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

6. EXPENSES

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

7. REPRESENTATION AND WARRANTIES

Partner represents and warrants that:

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

Infosys represents and warrants that:

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

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

8. LIMITATION OF LIABILITY

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

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

9. NOTICES

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

To Partner:

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

To Infosys:

Infosys Limited

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

With a copy to:

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

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

10. GENERAL PROVISIONS

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

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

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

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

For Infosys Limited

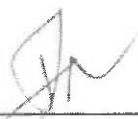
Date : 15.11.2023
Place : Bangalore
Name : Mr. Thirumala Arohi
Title : Senior Vice President and Head
Education Training and Assessment


Signature (with seal)

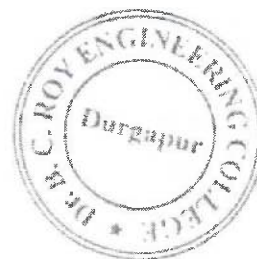
Senior Vice President
Head-Education, Training & Assessment
INFOSYS LIMITED
44, Electronics City, Hosur Road
BANGALORE - 560 100 INDIA

For Partner

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


Signature (with seal)
Principal

Dr. B. C. Roy Engineering College
DURGAPUR



SCHEDULE A

Infosys Springboard Scope and Details of the Services

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

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

Infosys Springboard empowers:

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

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

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

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

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

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

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

SCHEDULE B

Faculty Enablement Program

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

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

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

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

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

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

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

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

SCHEDULE C

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

By and Between

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

And

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

1. Definitions:

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

2. Processing of Personal Data:

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


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

For Infosys Limited

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

For Partner

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


Signature (with seal)

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


Signature (with seal)
Principal

Dr. B. C. Roy Engineering College
DURGAPUR



SCHEDULE D

Logos

Infosys | Springboard

