



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AP 977158

**DR. B.C. ROY  
SOCIETY  
ENGINEERING**

**AEM  
TECHNOLOGIES**

**Memorandum of Understanding (MoU) between Dr. B.C. Roy  
Engineering College, Durgapur and AEM Technologies, Kolkata, West Bengal**

**Date:**

This Memorandum of Understanding ("MOU") is entered into on the Date 11.06.2024 ("Effective") by and between **Dr. B.C. Roy Engineering College, Durgapur** (private self-financed Durgapur-based Engineering College affiliated to **Maulana Abul Kalam Azad University of Technology (MAKAUT), West Bengal**) having its only campus at **Durgapur, West Bengal 713206** (hereinafter referred to as **BCREC**) and **AEM Technologies**, a Linux, Cloud and DevOps training & consultancy firm, having its registered office at **Tarapur Main Road, Agarpara, Opposite More Supermarket, Kolkata - 700109, West Bengal** (hereinafter referred to as **AEM**)

**Whereas, Dr. B.C. Roy Engineering College, Durgapur** is a private self-financed college affiliated to **Maulana Abul Kalam Azad University of Technology (MAKAUT), West Bengal** with NAAC 'B+' accreditation offering graduate courses in Engineering.

**Whereas, AEM Technologies** is a startup offering end-to-end training(online/offline mode), consultancy and assessment on Linux Administration, Cloud Computing, DevOps, Networking, Soft Skills and Personality Development.

**NOW THIS MoU** aims to capture the understanding reached between **BCREC** and **AEM** regarding each other's roles and responsibilities.

*[Signature]*

*[Signature]*



## 1. UNDERSTANDING

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

### A. Commitment from BCREC

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

### B. Commitment from AEM

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

## 2. INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

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

**PRECLUDED FROM:**

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

**3. CONFIDENTIALITY**

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

**Exceptions are:**

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

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

**4. COSTS**

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

**5. TERM**

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



## 6. PERIODIC REVIEW

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

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

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

## 7. RELATIONSHIP OF THE PARTIES

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

## 8. LIMITATION OF LIABILITY

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

## 9. ARBITRATION

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

## 10. NOTICES

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

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

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

*Sinha*



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

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


### 11. NON SOLICITATION

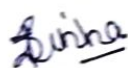
During the term of this MoU and for a period of twelve (12) months thereafter, each Party agrees not to hire, recruit, solicit or otherwise employ any employee of the other party involved in the performance of its obligations pursuant to this MoU.

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

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

AEM Technologies

  
Name – Prof. Sanjay S Pawar.  
Designation- Principal, BCREC, Durgapur

  
Name – Tuhin Sinha  
Designation – Founder & CEO

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

Witness 1:



Witness 2:



Name AMITABHA MANDAL  
Designation Asst. Professor, CSE Dept.

Name APRATIM GUHA  
Designation SR. FACULTY.