

भारतीय गैर न्यायिक

बीस रुपये

रु.20

Rs.20

TWENTY  
RUPEES

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

28AA 364964

**MEMORANDUM OF UNDERSTANDING**

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 15<sup>th</sup> day of March, Two Thousand Twenty-Two (15/03/2022),

**Between** **Brahmananda Keshab Chandra College**  
111/2 B.T. Road, Kolkata 700108

represented herein by **Principal, Prof. Papia Chakraborti**, (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**

**Aunwesh Knowledge Technologies Pvt Ltd, 120A Linton Street, Kolkata 700014, the Second Party, and represented herein by its**



*Papia Chakraborti*  
Principal  
Brahmananda Keshab Chandra College  
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promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

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

## CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates and post graduates from the institutions could play a key role in up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 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 **Skill Development Programs:** Second Party to train the students of First Party on emerging technologies and skills, and soft and employability skills in order to bridge the skill gap and make them industry ready.
- 2.4 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the industry trends and in-house requirements.
- 2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the



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Principal  
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Kolkata - 700103

terms specified herein

### CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, 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 **Aunwesh Knowledge Technologies 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 **Training Partner** or **Aunwesh Knowledge Technologies 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.
- 4.3 The agreement will come into effect after being signed by both Parties and the validity of the MoU is for one year subject to renewal.

### CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other



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Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

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


**AGREED:**

For **Brahmananda Keshab Chandra College**

For **Aunwesh Knowledge Technologies Pvt Ltd**

Papia Chakraborti  
Authorized Signatory

Diptendu Dutta  
Authorized Signatory



Principal  
Brahmananda Keshab Chandra College  
Kolkata - 700108

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Witness1:

Aparajita Nag  
(APARAJITA NAG)  
FLAT-2F; ARABINDA APT;  
77 WEST BALIA; GARIA;  
KOLKATA - 700084



Witness2:

Anirban Guha  
(ANIRBAN GUHA)  
CE 94, SECTOR 1  
SALT LAKE  
KOLKATA 700014

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