

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AB 768643

## Memorandum of Understanding

*Between*



**Brahmananda Keshab Chandra College**

(Affiliated to West Bengal State University)

111/2 B.T.Road, Kolkata -700108

*And*

**Center for Incubation, Adamas University**

E-YUVA Centre, Adamas University  
(Supported by BIRAC, A Govt. of India Enterprise)

*On*

**Translational Research, Innovation and Entrepreneurship Development**

Date: 05.12.2022 | Kolkata | India



*Sapna Chakrabarti*  
Principal  
Brahmananda Keshab Chandra College  
Kolkata - 700108

## Memorandum of Understanding

This Memorandum of Understanding has been made and agreed upon between the parties mentioned below, signed on the 5th day of December, 2022 by and between the following two entities collectively referred to as "Parties" and each referred to individually as "Party".

**Brahmananda Keshab Chandra College, Affiliated to West Bengal State University** hereinafter referred to as **Brahmananda Keshab Chandra College** having its registered office at **111/2 B.T. Road Bonhooghly, Kolkata-700108** represented by **Prof. Papia Chakraborti, Principal** after called as "Second Party" which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the FIRST PARTY

AND

**E-YUVA Centre, Adamas University, A Centre supported by Biotechnology Industry & Research Assistance Council (BIRAC), A Govt. of India Enterprise** having its premises at **Adamas University, Barasat-Barrackpore Road, P.O. Jagannathpore, 24 Pgs (N), West Bengal,** represented by **Dr. Saptarshi Chatterjee, Chief Coordinator & Principal Project Investigator, E-YUVA Centre,** who has been duly authorized in this behalf which expression shall where the context so admits, be deemed to include its successors, executors and administrators, assigns and nominees (herein after referred to as "E-YUVA Centre, Adamas University" which expression shall, unless repugnant to the context or meaning thereof, includes its successor in office, legal representatives and permitted assigns) of the SECOND PARTY

WHEREAS, E-YUVA Centre, Adamas University and Brahmananda Keshab Chandra College would be involved in creating an innovation and entrepreneurship ecosystem, aimed towards a self-reliant nation.

WHEREAS, E-YUVA Centre, Adamas University and Brahmananda Keshab Chandra College would take initiatives and handhold in all possible ways, mutually decided by both the parties to meet the objective.

Now it is hereby mutually agreed amongst both parties to this MOU and binds themselves to the terms and conditions enumerated in succeeding paragraphs/Annexures:

### 1. Roles and Responsibility

The principal roles and responsibility of the parties will be as set out in Annexure A.

### 2. Parties Shall

- Not use other party's Intellectual Property unless such other party consents to such use.
- Not do anything which in the reasonable opinion of the other party is or will be harmful to the reputation of the other party.

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*Saptarshi Chatterjee*



*Papia Chakraborti*

Principal  
Brahmananda Keshab Chandra College  
Kolkata - 700108



- C. Keep each other informed of any matters relevant to the overall functioning.
- D. Share their expertise or any other information which would be of mutual benefit.

### 3. Financial Terms and Conditions

The financial terms and conditions will be as set out in **Annexure B**.

### 4. Duration/ Term of the MOU

- A. The MOU shall begin from the date of its execution by the parties hereto.
- B. This MOU shall continue in full force and effect up to 3 years from the date of signing i.e. upto 4<sup>th</sup> day of December, 2025.
- C. Validity of this MOU shall be extended sufficiently early for further period/batches on mutual agreement by the parties to the MOU.
- D. This Memorandum of Understanding is a document of good faith and Implementation of the MOU would be monitored on a six-monthly basis.

### 5. Termination

- a) Either party may terminate this MOU by mutual understanding by giving 3 (three) months' notice in writing served on other.
- b) The parties to the MOU understand that, where a joint program/initiative, is under continuance, the termination shall take effect only on completion of the subsisting program/initiative.
- c) Save as otherwise set out in this MOU, the termination of this MOU howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued prior to termination.

### 7. Confidentiality

- a) Each party hereto agrees with the other:
  - To keep information in strict confidence and secrecy.
  - Not to use the information save for complying with its obligations under this MOU.
  - Not to disclose the same to a third party other than the party's professional advisers and such employees of the other party on a need to know basis as per requirements of this MOU, who are under a similar duty to protect confidential information, or any third party having a legal right to obtain disclosure thereof.
- b) The restrictions contained in above clause shall apply to both the parties during the term of and for (one) year after the termination of this MOU but shall cease to apply to information or knowledge which:
  - Has in it's entirety become public knowledge otherwise than through any unauthorised disclosure or other breach of such restriction.
  - The other party has consented in writing to the same being disclosed.

*Signature*



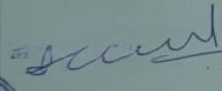

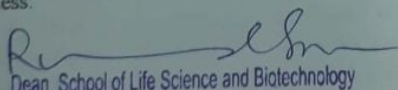
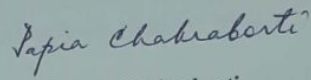
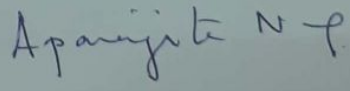
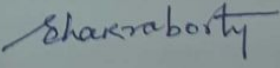


- Is or has been independently developed by the other party without reference to or use of the confidential information.

### 8. Dispute Resolution

Any disputes and differences whatsoever arising under or in connection with this MOU which could not be settled by parties through negotiations, after the period of thirty (30) working days from the service of the notice, shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The parties will make reference for a sole arbitrator to be appointed by the parties in consultation with each other. The place of arbitration shall be at Kolkata.

IN WITNESS WHEREOF all the parties hereto set their hands and signed the Memorandum of Understanding on the 5<sup>th</sup> day of December, 2022.

E-YUVA Centre, Adamas University (Supported by BIRAC, A Govt. of India Enterprise)	Collaborating Organization
<p> Dr. Saptarshi Chatterjee Chief-Coordinator &amp; Principal Project Investigator E-YUVA Centre, Adamas University (Supported by BIRAC)</p> <p></p> <p> Registrar Adamas University E-mail : registrar@adamasuniversity.ac.in Ph. No. : 9073364738</p> <p></p> <p>Witness: 1.  Dean, School of Life Science and Biotechnology Adamas University, Kolkata</p> <p>2.</p>	<p> Prof. Papia Chakraborti Principal Brahmananda Keshab Chandra college Principal Brahmananda Keshab Chandra College Kolkata - 700103</p> <p>Witness: 1.  2. </p>

## Annexure A

### Roles and Responsibility

#### E-YUVA Centre, Adamas University will:

- Officially recognize Brahmananda Keshab Chandra College as Collaborator (Innovation-Incubation Mentee)
- Organize the following related to innovation & entrepreneurship:
  - Seminar/ Webinar
  - Capacity Building Program
  - Technical Workshops
- Will allow access to students/ faculties of Brahmananda Keshab Chandra College for technical session organized (Registration fees may be applicable, on case to case basis).
- Promote innovation / research/ start-up initiatives of Brahmananda Keshab Chandra College in their website and through fliers
- Encourage participation of students/ faculty members of Adamas University in events organized by Brahmananda Keshab Chandra College.
- Disseminate information regarding all events conducted (related to the objective) to Brahmananda Keshab Chandra College for participation.
- Guide and mentor innovators/ incubate for application to Innovation / start-up grants.
- Empanel One Professor attached with Brahmananda Keshab Chandra College as Expert/ Mentor in the E-YUVA Centre.
- Provide guidance and participate on Research Proposal Writing, Joint Publication, Joint Supervision of Student Dissertation
- Recognize and Certify 1 faculty and 3 students (each Year) as 'Adamas University-Innovation & Incubation Ambassador' who would lead the activities at Brahmananda Keshab Chandra College.

#### Brahmananda Keshab Chandra College will:

- Officially recognize E-YUVA Centre, Adamas University (Supported by BIRAC) as Innovation-Incubation partner/ mentor
- Organize the following related to innovation & entrepreneurship:
  - Seminar/ Webinar
  - Capacity Building Program
  - Technical Workshops
- Allow its incubate to jointly incubate their venture with Center for Incubation & E-YUVA Centre, Adamas University
- Will allow innovators/ incubates at Brahmananda Keshab Chandra College for technical session organized by E-YUVA Centre, Adamas University
- Promote initiatives of E-YUVA Centre, Adamas University, in their website and through fliers.
- Encourage participation of students/ faculty members/ staff/ external incubates in events organized by E-YUVA Centre, Adamas University.
- Disseminate information regarding all events conducted (related to the objective) to E-YUVA Centre, Adamas University for participation.

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*Sophal Chatterjee*



*Papia Chakrabarti*

Principal  
Brahmananda Keshab Chandra College  
Kolkata - 700103



- Empanel One Professor attached with E-YUVA Centre as External Mentor/ Expert in College IIC/Research Committee/ E-Cell

**E-YUVA Centre and Brahmananda Keshab Chandra College will Jointly:**

- Organize programs (seminar/ workshop/ webinar/ capacity building) in domain of mutual interest.
- Promote the program of both parties (of mutual interest) in their website/ physical (display of flier etc.)
- Conduct exposure visit for both parties.
- Share resource person for events organized jointly.

**Annexure B**

- As such there is no financial obligation on either side.
- Both parties may use their existing fund (whenever available) for the conduction of joint programs.
- The charges for joint-incubate as registration fees and fee for facilities like mentorship, infrastructural use, training/ workshop/ technical session/ conferences may be levied by both parties as in place time to time.
- Each party shall bear the incidentals during visit by themselves. However, it may be funded by the other party, on availability of fund.

*Deepak Chatterjee*



*Papia Chhabraborti*

Principal  
Brahmananda Keshab Chandra College  
Kolkata - 700108