# Memorandum of Understanding

Between



33a, Shivkrishna Daw Ln, Kadapara, Phool Bagan, Kankurgachi, Kolkata, West Bengal 700054

And



E-YUVA Centre, Adamas University
(Supported by BIRAC, A Govt. of India Enterprise)
Barasat Barrackpore Road, P.O. Jagannathpore, 24 Pgs. (North) West Bengal, Pin-700126

On

Translational Research, Innovation and Entrepreneurship Development

Date: 26th May 2023 | Barasat, West Bengal | India

### Memorandum of Understanding

This Memorandum of Understanding has been made and agreed upon between the parties mentioned below, signed on the 26th Day of May, 2023 by and between the following two entities collectively referred to as "Parties" and each referred to individually as "Party".

Vedanta College, Affiliated to University of Calcutta hereinafter referred to as Vedanta College having its registered office at 33a, Shivkrishna Daw Ln, Kadapara, Phool Bagan, Kankurgachi, Kolkata, West Bengal 700054 represented by Dr. Kirti Singh, 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 Vedanta College would be involved in creating an innovation and entrepreneurship ecosystem, aimed towards a self-reliant nation.

WHEREAS, E-YUVA Centre, Adamas University and Vedanta 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

- A. Not use other party's Intellectual Property unless such other party consents to such use.
- B. Not do anything which in the reasonable opinion of the other party is or will be harmful to the reputation of the other party.
- 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 25th May, 2026.
- 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 entirely 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.
  - 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 26th Day of May, 2023.

E-YUVA Centre, Adamas University Vedanta College (Supported by BIRAC, A Govt. of India (Affiliated to University of Calcutta) Enterprise) Sgotars Chattyee Principal Dr. Kirti Singh Dr. Saptarshi Chatterjee Vedanta College (Code - 316) 33A, Shib Krishna Daw Lane Principal Chief-Coordinator & Principal Project Kolkata - 700054 Investigator Vedanta College (Affiliated to University of Calcutta) E-YUVA Centre, Adamas Univer (Supported by BIRAC) Mr. Shauvik Roy Chowdhury Registrar Adamas University
Adamas University
Adamas University Ad Registrar Ph. No.: 9073364738 Witness: Witness: 1. Mousum Saha. 1. Ndoffal Challomyn

#### Annexure A

#### Roles and Responsibility

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

- Officially recognize Vedanta 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 Vedanta College for technical session organized (Registration fees may be applicable, on case to case basis)
- Promote innovation / research/ start-up initiatives of Vedanta College in their website and through fliers
- Encourage participation of students/ faculty members of Adamas University in events organized by Vedanta College:
  - Usage of scientific instruments, as per rules and regulation of E-YUVA Centre (Charges Applicable as per requirements)
  - Grooming Session for the Students.
  - Various Students Activity related to academic, innovation based research, entrepreneurship and others
- Disseminate information regarding all events conducted (related to the objective) to Vedanta College for participation.
- Guide and mentor innovators/ incubate for application to Innovation / start-up grants.
- 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 Vedanta College.

#### Vedanta 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 incubate their venture with Center for Incubation & E-YUVA Centre, Adamas University
- Will allow innovators/ incubates at Vedanta 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.
- Empanel One Professor attached with E-YUVA Centre as External Mentor/ Expert in College IIC/Research Committee/ E-Cell

# E-YUVA Centre and Vedanta 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.

#### a Veranda Enterprise



Date: 13-12-2022

To, The Principal/Admin Head/ TPO Vedanta College 33a, Shivkrishna Daw Lane, Kadapara, Phool Bagan, Kankurgachi, Kolkata, West Bengal 700054

Dear Sir/Madam.

Thank you for giving us the opportunity to discuss various services that we can provide to your esteemed institution. With more than 10 years of IT training experience and offering training through more than 100 centers in the country currently, we are poised to provide the best learning solution and related services. As we have our Edureka Learning Center in your city/town, our solutions are already customized for you.

Our offerings to your institution include:

- · Access to free online certification programs
- · One free webinar/workshop and/or seminar per month
- Students will also be eligible for a 10% discount at our center on the production of college IDs and a recommendation letter from your desk
- Free access to Elevayt, our placement platform that can connect your students to corporates across the country.
- We will also conduct job fairs/placement drives at certain intervals across the year in our center. Your students can enroll for the same for free by producing the college IDs and your recommendation letter.

As a special case, we can extend all the above to the last 3-year-alumni of your college.

We will position your institution as Veranda Academic Partner to all stakeholders in various corporates to help promote your students for placements.

We request your support in:

- Organizing free classes/workshops/job fairs, etc. in classrooms/auditoriums of the college
- Identifying places in your institute and website to display information regarding upcoming workshops, webinars, job fairs etc so that we can work with you to make the students aware of such events

We are confident that your students will find our end-to-end offering – course-to-placement support – beneficial. We look forward to a long-term association with Vedanta College.

Sincerely,

A .Ghosh Branch Head, Administration



পশ্চিমুৰুগ पश्चिम बंगाल WEST BENGAL

31AA 473427

#### MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered on 30<sup>th</sup> day of June, 2023 between

Vedanta College, established in 2019, is a public College situated at 33A, ShivKrishna Daw Lane, Kadapara, Phool Bagan, Kankurgachi, Kolkata-700054, West Bengal is affiliated with the University of Calcutta hereinafter referred to as Vedanta College unless it is repugnant to the subject of context thereof, shall deem to mean and include its successors and assigns of the ONE PART

And

George School of Competitive Exams or GSCE, a unit of The George Telegraph Group Estd. 1920 having registered office at premises No. 31A, S. P. Mukherjee Road within the Municipal Limits of the city of kolkata bearing Pin Code No. 700 025 represented by Avijit Kundu son of Late Gopal Chandra Kundu, Ayan Sarkar son of Late Jyotirmay Sarkar and Haranath Das son of Balai Lal Das, the Directors as well as the Partners of George School of Competitive Exams. (GSCE), (hereinafter referred to as "GSCE" which expression shall unless it be repugnant to the meaning and context thereof be deemed to mean and include its Executors, Administrators, successors and assigns) of the OTHER PART, and Vedanta College and GSCE are hereinafter jointly referred to as 'parties' and individually as 'Party'.

GEORGE SCHOOL OF COMPETITIVE EXAMS

Principal Cont. page 2

Principal (Code - 316)

Vedanta College (Code - Daw Lane)

Vedanta Shib Krishna Daw Lane

33A, Shib Krishna 700054

Vedanta College Background:

Vedanta College is run under the aegis of Vedanta Foundation, which is a philanthropic initiative of Vedanta Resources Ltd. The colleges were established to support the ambitions of the students from less privileged communities or students with weak financial conditions.

George School of Competitive Exams (GSCE) Background:

George School of Competitive Exams (GSCE), a unit of The George Telegraph Group established in 1920, is dedicated to providing guidance and coaching of the highest quality in a scientific manner through systematic and modern teaching techniques to the youth. GSCE helps students in realizing their true potential by securing the required qualifying marks in competitive exams with ease, making them eligible for the relevant job market. GSCE focuses on grooming students for cusses by instilling in them the confidence to imbibe the course content property and manage time better.

Vedanta College and the GSCE share the common vision of empowering the students by imparting relevant skill set and increasing their employability.

To achieve common goal, Vedanta College and GSCE will collaborate on a non-exclusive basis on the following framework for providing guidance and coaching of the highest quality in a scientific manner through systematic and modern teaching techniques to the youth.

Deliverables under the scope of Work:

The Courses shall be set up and run in the Vedanta College campus.

- Counseling and admission will be guided by GSCE. Regular feedback of classes will be taken by Vedanta College and communicated to GSCE to act upon.
- · b. Classroom Training for the students would be conducted and delivered by qualified faculty members of GSCE.

One staff will be engaged by the GSCE purely on temporary basis recommended by the Vedanta College Authority.

- Fees structure and all commercial terms applicable for this training centre will be decided and finally implemented by the GSCE Management on approval of the Vedanta College authority.
- d. Vedanta College Authority shall not hold the GSCE responsible and/ or liable for any loss and /or damage of any personal property by fire, theft or other casualty.
- GSCE is equipped to impart training of the courses. e.

**GEORGE SCHOOL OF** 

Principal Cont. page -3

Vedania College (Code - 316) 33A, Shib Krishna Daw Lane Kolkata - 700054

#### OTHER TERMS AND CONDITIONS:

- 1. The parties are responsible for their individual acts of commission and / or omission, due to their negligence and non-compliance of statutory liabilities and obligations.
- 2. The engagement is on a principal-to-principal basis and no party shall hold each other as agent and or principal of the other for any liability.
- 3. This MOU shall be effective from the date of execution and shall be in force for a period of 5 years from the date of execution. It is expressly agreed between the parties that either party shall be entitled to terminate this agreement at any time by giving prior notice of 90 days in writing.
- 4. This Engagement is not intended nor shall be construed as creating a joint venture, partnership or other form of business association.

In no event shall Vedanta College be liable for any incidental, punitive, direct, indirect or consequential damages whatsoever, (including but not limited to damages for loss of profits or confidential or other information, for any kind of interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, negligence, and any other pecuniary of other loss whatsoever) or otherwise in the event of fault, tort (including negligence), misrepresentation, strict of product liability, breach of contract or breach of warranty and even if the party has been advised of the possibility of such damages.

- We can introduce a special module for the students of Vedanta College as mentioned below-
  - For Graduate Students (batch A): We can offer CGL, BANK, CLERKSHIP, POLICE

Course Duration: 6 months plus till success support Class Duration: 90 minutes per class, weekly 2 days

Course fees: 10000/ plus GST per student Batch Capacity: at least 20 students per batch

For HS Students (batch B): We can offer FOUNDATION COURSE on competitive exams

Course Duration: 3 years

Class Duration: 90 minutes per class, weekly 2 days

Course fees: 6000/ plus GST per student at the time of registration and after completion of 6 months, rupees 500/ plus GST per student per month

Batch Capacity: at least 20 students per batch

GEORGE SCHOOL OF COMPETITIVE EXAMS

Director Director

Cont. page 4

Principal
Vedanta College (Code - 316)
33A, Shib Krishna Daw Lane
Kolkata - 700054

#### **Revenue Sharing:**

1. After deduction of GST, The Vedanta College will pay 80% of the course fees to the GSCE, collected from the students of Vedanta College on monthly basis.

#### 2. Confidentiality of Relationship and information

The parties shall severally take care to ensure that the information provided by the other party remains confidential and further agree not to use the Confidential Information for any purpose other than the purpose for which it is intended, the parties shall not disclose any Confidential Information to anyone other than the employees of either organization who need to know the Confidential Information. This clause shall survive even after this Engagement.

#### 3. Trademarks, Trade Names and IPR's

The parties hereby acknowledge and confirm that all intellectual property rights in respect of and relating to the trademarks, service-marks, copyrights, trade names including their respective corporate names, brand name or any part thereof (hereinafter collectively referred to as "Intellectual Property") are owned / possessed by respective owners and nothing contained in this Engagement shall, unless specifically provided, be deemed to authorize the other party to use or give any right in respect of any of the Intellectual Property of the respective owners.

The parties shall not use in any manner whatsoever, any of the Intellectual Property registered of not except as expressly authorized writing and restricted to the purpose/period thereof. The parties shall strictly comply with requirements and specifications relation to the display of any logo, trademark, and copyright relation to the Intellectual Property.

Upon the Expiry or termination of the Engagement for any reason, the parties shall immediately cease and desist for all time from any use of or reference to the Intellectual Property of the other party.

The parties acknowledge and confirm that all materials given by them whether in printed, written of electronic form, constitute copyright ownership of respective parties and reproduction in any form or by any means mechanical or electronic including photocopying, recording or by any information storage or retrieval system is not permitted and shall constitute a breach of the terms of the Engagement warranting such steps as may be deemed appropriate including but not limited to termination of this Engagement.

#### 4. Use of Logo and Trademarks

For promotion of the service, logos of both parties would be used in pamphlets, brochures, marketing material, newsletters, periodicals, website, social media etc

GEORGE SCHOOL OF COMPETITIVE EXAMS

Principal
Vedanta College (Code - 316)
33A, Shib Krishna Daw Lane
Kolkata - 700054

Cont. page 5

After prior approval from Vedanta College and The GSCE, logo of same can be used in any marketing material and other promotional content.

#### 4. Dispute jurisdiction and resolution

Any and all differences and disputes whatsoever arising between the parties shall in the first instance be resolved mutually between the parties and However, in case of any dispute relating to or arising out of the MOU, such dispute shall be resolved amicably through Joint Committee constituted for the purpose with the consent of the Principal, Vedanta College and joint committee's decision shall be final and binding on both parties with the approval of the Principal, Vedanta College

#### 5. Assignment

Neither party shall, without the other's prior written consent assign, change, charge or otherwise transfer or delegate of share the rights, obligations, or any provision of this Engagement to any other person.

6. Tenure: The MOU will be valid for a period of 5 years from the date of execution and may be reviewed after a period of 1 year.

#### 7. Force Majeure

Neither Party shall be liable for any delay or default in performing any of its obligations and if such delay is due to bandh, strikes, riots, natural calamities, any other act of God or unforeseen circumstances. However, payment of money dues shall not be covered by the Force Majeure Condition.

**IN WITNESS WHEREOF this** MOU has been executed by the duly authorised representative of each Party on the day, month and year first above written.

For

Vedanta College

lanta Wellege (Code - 316) Shib Krishna Daw Lane

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Surajat Ly

For

George School of Competitive Exams

GEORGE SCHOOL OF COMPETITIVE EXAMS

Director



पश्चिम बंगाल WEST BENGAL

31AA 504629

Memorandum of Understanding (MOU)

THIS AGREEMENT is made on this .1.5.. day of May, 2023.

BETWEEN

VIDYANAGAR COLLEGE, situated at P. O. Charashyamdas, P. S. Bishnupur, South 24 Parganas, P.I.N. 743503, West Bengal

AND

VEDANTA COLLEGE, KOLKATA situated at 33A, Shib Krishna Dawn Lane, Kolkata 700054, West Bengal

Here in after individually referred to as "the Party" and jointly referred to as "The Parties".

DESIRING to support the cooperation between The Parties in education, academic and training programmes

PURSUANT TO the prevailing laws and regulations, policies and procedures of India

HAVE REACHED the following understanding:

Dr S. P. Agarwala

Principal Vidyanagar College South 24 Parganas

Principal Vedanta College (Code - 316) 33A. Shib Krishna Daw Lane

Kolkata - 700054

# Article 1

# OBJECTIVE OF COOPERATION

The objective of this Memorandum of Understanding (MOU) is to cooperate in educational projects in areas of mutual interest

### Article 2

# SCOPE OF COOPERATION

The Parties agree to implement cooperation programmes including but not limited to:

- a. Exchange on best practices.
- Faculty and student exchanges.
- Skills based certification/add on certification courses.
- d. Organizing seminars/webinars/conferences/symposia.
- e. Access of students of both institutions to quality enhancement programmes organized at both the institutions.

### Article 3

# FINANCIAL ARRANGEMENT

Any cooperation under this MOU is subject to the availability of funding sources and approval by relevant authorities.

# Article 4

# LOCATION OF ACTIVITIES

- 1. The Parties agree to implement the programmes stated in Article 2 at Vidyanagar College
- 2. Any changes of the location of the programmes shall be mutually agreed upon by the Parties.

# Article 5

# MODE OF CONDUCTING THE PROGRAMMES

The programmes will be conducted primarily in the Offline mode. Ample arrangements should also be made to conduct programmes in the online mode.

## Article 6

# **DURATION AND TERMINATION**

- 1) This MOU shall enter into force on the date of signing.
- 2) The MOU shall remain in force for a period of five (5) years and may be extended for another period of five(5) years by the mutual written consent of the Parties.

Dr S. P. Agarwala Principal Vidyanagar College

Principal Vedanta College (Code - 316) 33A, Shib Krishna Daw Lane Kolkata - 700054

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VIDYANAGAR COLLEGI

Department of Mathemat

- 3) Either Party may terminate this MOU at any time by giving written notification to the other Party on its intention to terminate this MOU, six(6) months prior to the date of the termination.
- 4) The termination of this MOU shall not affect the completion of any project/s and programme/s in progress and not completed at the time of termination.

#### Article 7

#### AMENDMENT

- 1) This MOU may be amended or revised at any time by mutual written consent of the Parties and such amendment shall form an integral part of this MOU.
- 2) Such amendment/s or revision/s shall come into force on the date as may be determined by the Parties.

### Article 8 SETTLEMENT OF DISPUTES

Any dispute concerning the interpretation and/or application of this MOU shall be settled amicably through consultations or negotiations between the Parties.

PrincipalDr S. P. Agaiwala Principal

Vidyanagar Onlege College Charashyamdas, South 24

West Bengal, India

ta College (Code - 316)

Vedanta college Adanta College (Coulon Lane 33A, Shib Krishna Dawn Lane

Kolkata- 700054, West Bengal, India

Witness

1. Dr. Arunima Ray (Chowdhury),

Coordinator, IQAC, Vidyanagar College

Dr. Arunma Ray (Chowdhury) Coordinator 1Q40 VIDYANAGAR COLLEGE South 24 Parganas

2. Dr. Satavisha Dey

Head & IRAC COORDINATOR

Department of Mathematics Coordinator, IQAC, Vedanta college, Kolkata Vedanta College, Kolkata

Seal

Vidyanagar College

Vedanta college, Kolkata