

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

AN 057040

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MoU) is made on the Day of 10th January, of the year 2023

BETWEEN

Dr. B. C. Roy Engineering College and Group of Institutions - a self – financed Engineering College, approved by All India Council for Technical Education, New Delhi and affiliated to Maulana Abul Kalam Azad University of Technology, Kolkata . This Engineering College is located at Jemua Road, Fuljhore, Durgapur- 713 206, District Paschim Bardhaman, in the State of West Bengal, hereinafter referred to as the BCREC and the FIRST PARTY.

And

ISOAH DATA SECURITIES PVT. LTD., herein under referred to as **ISOAH** having its campus at SDF Building, Module – 335, 2nd Floor, Salt Lake, Sector – V, Kolkata – 700091, represented by Mr. Sandeep Sengupta (Director), which expression shall, where the context so admits, be deemed to include its successors, executors, and administrators of the **SECOND PARTY**.

a) Whereas **FIRST PARTY** (BCREC) Durgapur, West Bengal was established in the year 2000 and is one of the best Engineering and Management colleges in Eastern India. BCREC has received the 'Education Excellence 2019 Award in Engineering' award from the renowned Bengali News Channel, and 'The Best Emerging Engineering College in India' in 2018 by Today Research and Ratings (TRR). The College is ranked by NIRF in the Band (201-250) and some of its courses have

received Accreditation from National Accreditation Bodies - NBA , and the College is also accredited by NAAC.

The College presently offers courses that include B.Tech in Nine(09) Engineering Disciplines at the UG level; It also offers PG Programmes - MBA, MCA, and MTech programs. Admission to these courses is done on the basis of the Entrance Examinations conducted by State and National Bodies. AICTE has selected and partially financed this Engineering College for AICTE IDEA Lab. that aims to inculcate an innovation eco-system and to provide training to Engineering and Non- engineering Students from secondary schools and degree level colleges in the adjoining areas and districts, and is a part of the National "Make in India" initiative of the Government of India.

Top Recruiters include Capgemini, TCS, Infosys, Cognizant, Wipro, HSBC, Godrej, and Genpact are amongst a host of Companies that have placed a trust on BCREC and have been recruiting students through campus interviews.

- b) Whereas The second party, ISOAH is a training Institute established in June 2015, engaged in providing cyber security training to Police officers from Lalbazaar, CID, Special Task Force, CRPF, Commercial Tax Dept., CDAC, Cyber Security Centre of Excellence (WB Ministry of IT); as well as employees of PWC, CTS, Mjunction, CESC, Tata Steel, etc. ISOAH is a member of the regional committee of NASSCOM, the IT sub-committee at CII East, etc. ISOAH is ISO27001 & ISO9001 certified by the British Standards Institution.
- c) 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.
- d) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

Dr. B. C. Roy Engineering College & Group of Institutions and ISOAH will collectively be referred to as the Parties.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO 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 BCREC Campus 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 cooperation 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 Value-added course: Industry and Institution interaction will give an insight into the latest developments/requirements of the industries; the Second Party shall deliver to the students of the First Party training programs of at least 40 hours at the premise of the first party to upskill them. The choice of the courses will be decided mutually.
 - That the course will be of the duration mentioned above.
 - That the detailed syllabus of the course will be worked out by the Second party and will be agreed upon by the first party.
 - The courses will be restricted to **Dr. B. C. Roy Engineering College & Group of Institutions students.**
 - That ISOAH will be providing Resource Persons/ Faculty members support, subject to the requirements agreed upon by both parties.
 - That the Evaluation of Performance (written examination and continuous assessments including practical examination) and Certification of the Program will be done by ISOAH.
 - The fee for the training is Rupees One Thousand (Rs.1,000/00) per student for a minimum of 200 students per semester.
 - 50% fee has to be paid in advance before the first class of the semester and the rest 50% will be paid within 15 days of the invoice produced by the second party after completion of the course.
 - Students' satisfaction studies will be conducted by the first party. And if the satisfaction level is found below the standard, both parties shall revisit the teaching-learning methodology to improve the satisfaction level.
 - Dr. B. C. Roy Engineering College Group & ISOAH has agreed not to hire each other's staff directly or in third-party payroll within 2 years of their employment exit.
 - Any changes in the Name of the course and/or the syllabus of the program are needed at any point in time, it is to be done by all the parties in mutual consultation.
 - Any further scope of offering a newer course, other than the mentioned one is evident at any point in time, all the parties can decide it on mutual consultation.
- 2.2 **Internship:** Second Party will provide an internship to the students of the first party in the final semester. The duration and the period will be decided mutually by both parties.
- 2.3 Placement of Trained Students: Second Party will help the first party to place the trained students.

2.4 **Approvals:** Both Parties are to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.

CLAUSE 3

MISCELLANEOUS PROVISIONS

- 3.1 That the promotion and publicity regarding the aforesaid course/courses may be carried out by Dr. B. C. Roy Engineering College & Group or ISOAH through various online mediums including but not limited to, Websites, social media, Newsletters etc. and offline mediums including, but not limited to Newspapers, Billboards, Pamphlets, Brochures and any other type Posters, Banners, Flex etc. with prior approval of the college.
- Whereas any scope of other type of academic activities like research, are identified, all the parties can initiate *5 years mutual consultation* in matters of training.
- 3.3 That this MoU signed between the parties will remain in force for 5years subject to satisfactory evaluation and renewal after every year.
- 3.4 That this MoU signed between the parties may be called for earlier determination by mutual agreement and consent by providing one calendar month's notice provided that the parties involved shall have the responsibility for completing the syllabus and arranging for examination/assessment & awarding certificate to already admitted successful participants.
- 3.5 The Memorandum of Understanding is not intended to create any legal relation of employer-employee or of principal and agent relationship amongst the Parties.
- 3.6 The Parties agree that they will keep all information pursuant to this MOU confidential and shall not disclose to any third person any confidential information concerning MOU.
- 3.7 That any dispute arising within the purview of this MoU is to be sorted out within 90 (ninety) days between the parties.
- 3.8 This MOU is non binding and each of the parties may execute any other agreement with any other parties for furtherance of their objectives.

AGREED:

For Dr. B. C. Roy Engineering College & Group

Authorized Signa Cheral Secretary

Dr. B. C. Roy Engineering College

For ISOAH Data Securities Pvt. Ltd.

Authorized Signatory

| Dr. B. C. Roy Engineering College & Group | ISOAH Data Securities Pvt Ltd. |
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Witness 1:

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