



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

31AA 547008

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MoU) is made on this 18th day of April, 2023 at Kolkata, West Bengal.

BETWEEN

BRAINWARE UNIVERSITY having its campus at 398-Ramkrishnapur Road, P.S. Barasat, Kolkata – 700125, hereinafter referred to as the “UNIVERSITY”, represented by **Ms. Mahua Pal** as the Registrar (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-office, administrators, executors, legal representatives and permitted assigns) of the **FIRST PARTY**.

AND

VIVEKANANDA COLLEGE, having its registered office at 269 Diamond Harbour Road, Police Station -,Thakurpukur Kolkata - 700063 represented by its **Principal** namely **Dr. Tapan Kumar Poddar**, herein after referred to as “COLLEGE” (which expression shall, where the context so admits, be deemed to include its successors, executors and administrators and assigns) of the **SECOND PARTY**.



Ms. Mahua Pal
18/4/23



Dr. Tapan Kumar Poddar
18/4/23
PRINCIPAL
Vivekananda College
Thakurpukur, Koi-63

29 MAR 2023

Sl. No. 1359 Date 20/1/23 Rs.

Name Beamanwar University

Address 398, Ramkrishnapur Rd, Kol-125.

Vendor Swarup Chandra

SWARUP CHANDRA
Alipore Judges' Court, Kol-27

29 MAR 2023

First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party'

AND

- a) **WHEREAS** the **FIRST PARTY** is an UGC recognized State Private University in the State of West Bengal under the Brainware University Act, 2015' passed by the West Bengal State Legislative Assembly, and published in Kolkata Gazette, Extraordinary on January 27, 2016. The provisions of the Brainware University Act, 2015, have come into effect from February 25, 2016, vide Notification No. 165-Edn (U)/IU - 125/2014 on February 24, 2016 of the Govt. of West Bengal in the Department of Higher Education.
- b) **AND WHEREAS** the First Party with qualified and experienced faculty members offers specialized UG, PG and PhD Degree Programmes in Engineering, Biotechnology, Bioscience, Management, Hospital Management, Commerce, Law, Pharmacy, Allied Health Sciences, Nursing, Computational Science, Mathematics, Cyber Science, Food & Nutrition, Animation & Multimedia, Media Science, Psychology and English.
- c) **AND WHEREAS** the **SECOND PARTY** herein is a college affiliated to University of Calcutta.
- d) **AND WHEREAS** both the Parties, being legal entities in themselves desire to sign this MoU for advancing and exchanging their mutual interests and experience in the relevant field for betterment of the students to do justice to their courses of studies.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL CONSENT SET FORTH IN THIS MOU, THE PARTIES HEREIN AGREE AS FOLLOWS:

CLAUSE 1: CO-OPERATION

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 Institution and its related wings. The Parties shall keep each other informed of potential opportunities and structuring changes in the schedule as and when required and shall share all information that may be relevant to secure additional opportunities for one another.

CLAUSE 2: SCOPE

2.1 Placement Boot Camp:

2.1.1 The First Party will involve in **Skill Training in form of** Training Programs, Seminar, Grooming Sessions, Workshops, and Mock Job interview sessions for the



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students of Second Party. This exposure provided to students of the Second Party through this association will build confidence and prepare the students to have a smooth transition from academic to working career.

2.1.2 The Boot camp programmes will be conducted in the campus of Second Party. For the same, the Second Party will arrange for the logistics, infrastructure etc. with the prior mutual consent of the First Party.

2.1.3 The First Party herein will provide participation certificate along with joint signature of the representative of the Second Party to the participated students of Second Party, subject to the fulfillment of minimum criteria mentioned in the aforesaid programme structure.

2.1.4 Students who qualify in the Mock Interview Session with a minimum score of 75% (as per the industry benchmark) will be eligible to participate in the JOB FAIR / POOL CAMPUS, with a very nominal registration fee (of Rs. 100/- to 200/- payable to the First Party only, without any refund), after the completion of their Final Examination. The job fair will be held at Brainware University campus.

2.2 Career Katha: The First Party will provide an insightful seminar on various career options to the final semester students which will elaborate the complete update on the career selection know-how with guidelines. This programme will be conducted on the campus of Second Party. For the same, the Second Party will arrange for the logistics, infrastructure etc. with the prior mutual consent of the First Party.

Benefits of Career Katha:

- Participants will be able to know about the various career options after completing Graduation
- Participants will be able to know about West Bengal Student Credit Card Scheme, and Swami Vivekananda Merit-Cum- Means Scholarship and other scholarships available.

2.3 Seminars on Life Skills: The First Party will provide seminar from time to time on Life Skills on the following topics to the students (4th semester onwards) of the Second Party with a vision that it strengthens the ability of an individual to meet the needs and demands of the present society and helps in dealing with the issues in a manner to get desired result in.

- Time Management to ensure success
- Modern Time under the threat of Cyber Crime
- Human Intelligence and Artificial Intelligence - Need of the hour
- The Law we must know - Cyber Law
- Digital Detox – How to get rid of mobile phones and other electronic gadgets

2.4 Scope of participation of students (4th semester onwards) of the Second Party in various workshops, seminars from time to time etc. conducted by the First Party in its Campus.



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Thakurpukur, Kolkata-83

CLAUSE 3: TENURE

- 3.1. This Agreement shall remain valid and binding upon both the parties for a period of 3 (Three) years effective from the date on which it is executed. That the instant MOU may be renewed by mutual consent of both the parties.
- 3.2. The parties herein shall be entitled to terminate this agreement by mutual consent in writing by serving at least 2 (Two) months prior notice to the other party herein subject to completion of training of the prevailing trainee students, in discharge of their respective obligations, if any.

CLAUSE 4: RELATIONSHIP BETWEEN THE PARTIES

- 4.1 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 Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make any arrangements/agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's name, credit or to extend credit on behalf of the other Party.
- 4.2 It is also agreed that there will be no financial obligations between the parties.

CLAUSE 5: DISPUTE RESOLUTION BETWEEN PARTIES

Any divergence or difference or dispute derived/arrived from the interpretation or application of the instant understanding, it shall be resolved by invoking the provisions of arbitration between the parties herein as per the Arbitration and Conciliation Act, 1996 (as amended till date). The place of arbitration shall be within the jurisdiction of the Hon'ble High Court, Kolkata, India as per the constitution of the Tribunal concerned. In case, any dispute has arisen, the name of the Learned Arbitrator shall be nominated by the First Party herein only. This undertaking is to be construed in accordance with Indian Law having exclusive jurisdiction of the Courts of **Kolkata** only.

CLAUSE 6: REVIEW AND AMENDMENTS

This Memorandum may be amended or revised if both parties agree during the aforementioned tenure, as and when required. Such amendments or revision shall be effective immediately from the date of execution. Amendments may be decided at any time and shall be made in writing upon mutual consent of the parties.



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PRINCIPAL
Vivekananda College
Thakurpukur, Kol-83

IN WITNESSETH HEREOF the parties hereto have signed these presents on the date, month and year first written herein above.

For **Brainware University**

 18/4/23

Authorized Signatory
(Ms. Mahua Pal)

Registrar



Address: 398, Ramkrishnapur Road, Barasat,
North 24 Parganas, Kolkata – 700125.
Details: 03371445573

Email: registrar@brainwareuniversity.ac.in
Web: www.brainwareuniversity.ac.in

Date: 18.04.23

Stamp / Seal:

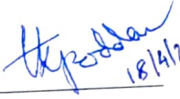
In the presence of:
Witnesses-

1. 
2. 



PRINCIPAL
Vivekananda College
Thakurpukur, Kol-63

For **Vivekananda College**

 18/4/23

Authorized Signatory
(Dr. Tapan Kumar Poddar)
Principal

Address: 269, Diamond Harbour Road
Police Station - Thakurpukur
Kolkata - 700063

Contact Details: 9903025356
Email: vivekanandacollege63@gmail.com
Website: https://vckolkata63.org

Date:

Stamp / Seal: