

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

15AC 466965

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into on this ----- ("Effective Date") at Kolkata

BY AND BETWEEN

INSTITUTE FOR ADVANCED LEARNING AND SKILL DEVELOPMENT ("IALSD"), having its registered office at 1st floor, RA 15, Nabapally, Sector 4, Bidhannagar, West Bengal 700105, India (hereinafter referred to as "**IALSD**", which expression shall, unless contrary to the context herein, mean and include its successors and permitted assigns) of the **FIRST PART**

AND

ASANSOL GIRLS' COLLEGE, having its registered office at Dr. Anjali Roy Sarani, P.O. Asansol-4, Dist. Paschim Burdwan, West Bengal, PIN - 713304 (hereinafter referred to as the "**College**", which expression shall, unless contrary to the context herein, mean and include its successors and permitted assigns) of the **SECOND PART**.

IALSD and Asansol Girls' College are also hereinafter collectively referred to as the "Parties" and each of them a "Party"



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Swati Chatterjee
Principal
28/3/26
Asansol Girls' College

WHEREAS:

- A. The IALSD is a special purpose vehicle formed with objective to provide Technology and Skill Development Training and Mentorship. The Institute will focus on skill development of resources, corporates & institutions with access to advanced technologies to aide their growth leading to higher entrepreneurial activity and increased job creation.
- B. College is a leading educational institute imparting quality education and engaged in research in engineering, science, and computer science disciplines.
- C. Subject to the terms of this MOU, IALSD and College intend to cooperate with each other for providing certificate course in emerging technologies to the students of the College who are pursuing degree and other mutual objectives on terms to be mutually agreed between the Parties ("**Purpose**").
- D. Both the Parties have agreed to work jointly and enter into a MOU for the above objectives and are willing to cooperate as per the terms defined hereinafter.

NOW THEREFORE, in consideration of the foregoing and the respective covenants set forth in this MOU and other consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. PURPOSE OF THE MOU

- 1.1. This MOU is intended to form a basis on which Parties will seek to explore possible cooperation and collaboration between them in regards to the Purpose, including:



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25/2/26
Principal
Asansol Girls' College

- (i) To collaborate on offering short certification & internship program in Technical and Non-technical domain for the Undergraduate Students during their studies at the college.
- (ii) Long duration training on Aptitude, coding, soft-skill, business communication skill for the Undergraduate students to enhance their employability and placement readiness.
- (iii) Advanced level module on Cyber Security, Artificial Intelligence, Data Science & Analytics, 3D Design & Printing, Web Designing, Geoinformatics, UI/UX and other career readiness programs which can be integrated to the existing curriculum as the additional specialized certificate from the institute.
- (iv) To collaborate on offering the project-based learning and training to the Undergraduate students of various streams and enable the students to enhance their potential and employability.
- (v) The course fee of the training and project-based learning will be decided mutually on case-to-case basis keeping in mind the subject, technology and the number of participants per batch.
- (vi) Adoption of a collaborative approach to enable mass awareness through faculty development programs, entrepreneurship development programs, student development programs along with similar other activities that will help us in establishing an academia-industry relationship;
- (vii) Jointly organize knowledge broadening programs including workshops, seminars, conferences, etc. in mutually agreed areas;
- (viii) The Institute (IALSD) can set-up a space at the college campus, if provided, as the experience centre and industry-academia exchange centre;
- (ix) Explore other opportunities to work together to gain benefit and realize synergies between the Parties which are mutually beneficial.
- (x) The college and Institute (IALSD) can mutually explore the possibilities of working together on projects not included in the above scope of work for mutual benefit and understanding.

2. ROLES AND RESPONSIBILITIES

- 2.1. With regards to the above Purpose, the broad roles and responsibility of the Parties will be as follows:

2.1.1. Roles and Responsibilities of IALSD

- 2.1.1.1. Deliver the end-to-end courses in the identified fields as part of the Internship training program for the college students.
- 2.1.1.2. Conduct classes on the decided courses as part of syllabus leading to a degree program that are mutually agreed.
- 2.1.1.3. The institute will evolve course curriculum based on industry input and feedback from college/students.
- 2.1.1.4. The institute will add fresh courses in the basket offered consequent to mutual agreement with the college.
- 2.1.1.5. The institute will share performance details of the students from various classroom/ practical/ lab work/ any other method of assessment with the college.
- 2.1.1.6. The institute will monitor attendance of the students and share with college point of contact for following up.
- 2.1.1.7. The institute will not be responsible for the movement of students from respective place of stay to the institute and back.



Signature
25/3/26
Principal
Asansol Girls' College

2.1.1.8. The institute may arrange for campus drive at the college for the students with the necessary arrangements provided by the college.

2.1.2. Roles and Responsibilities of the College

2.1.2.1. Arrange the students from various streams for undergoing the internship & training in the fields as mutually decided.

2.1.2.2. The college will nominate faculty in-charges based on number of students attending courses for coordination, discipline and for being single point of contact.

2.1.2.3. The college will provide feedback from the students to IALSD for structured evolution of curriculum.

2.2. The Parties hereby acknowledge that they will endeavor in a bona fide manner and on good faith basis, and they shall act in order to aid, to work closely, co-operate with each other for the objectives of this MOU.

2.3. No Party, shall, without the prior written consent of the other, offer or extend any commitment or assurance or promise (conditional or otherwise) of any financial investment or commercial offer on behalf of the other Party as a business opportunity to any third person or to any authority.

2.4. Notwithstanding the above, the Parties agree that any third party advisors' costs in relation to their services undertaken for the proposed Purpose, shall be approved in writing by both Parties and such costs shall be borne in such proportion as mutually agreed at the time of such approval.

2.5. This MOU serves only as a record of the Parties' separate intentions to enter into an arrangement for mutual cooperation for the Purpose. The Parties understand and acknowledge that: (i) they are entering into this non-binding MOU to capture their intention that will govern their relationship in future; (ii) This MOU does not provide an exhaustive list of terms and conditions relating to the transaction; (iii) Further discussions between them shall be carried out in respect of the precise nature of collaboration relating to various opportunities, identification of the scope of duties, responsibilities, functions of each Party pursuant to the said transactions and standard operating procedure recording the process mutually agreed between the Parties in relation to the Purpose regarding identification of the intending clients, nature and extent of advises and assistances to be provided to them, consideration to be obtained from the intending clients; (iv) necessary commercials, including but not limited to sharing of costs, profit and loss; and (v) this MOU shall be utilized as the basis for creation and formulation which would be provided in the final legally binding agreements ("Definitive Documents") to be entered into in this regard and the MOU shall be superseded in entirety by the Definitive Documents.

3. CONFIDENTIALITY

3.1. Each Party undertakes to (i) keep confidential all information exchanged in accordance with this MOU ("Confidential Information"); (ii) refrain from disclosing any such information to any third party; (iii) refrain from using any such information in any manner whatsoever without prior written consent by the other Party, save the cases where:

3.1.1. The information concerned is already in the public domain or already in the possession of the party;

3.1.2. Its disclosure is required by law, regulations or any other directives, or otherwise in the context of any administrative or legal procedure in which the party is involved.

3.1.3. known to the Receiving Party prior to the time of its disclosure by the Disclosing Party;

3.1.4. independently developed by the Receiving Party without reference to the information disclosed; or

3.1.5. rightfully disclosed to the Receiving Party by a third party who, to the Receiving Party's knowledge, is not subject to an obligation of confidentiality with respect to the information disclosed.



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Principal
Asansol Girls' College

- 3.2. The Parties may disclose the Confidential Information with their respective directors, officers, employees and advisors strictly on a 'need to know' basis in connection with the discussions and the respective Party's evaluation thereof.
- 3.3. This MOU shall not be construed as granting or confirming, either expressly or impliedly any rights under patents, copyright or any other form of intellectual property rights belonging to the Disclosing Party in respect of Confidential Information the ownership of which shall remain vested in the Disclosing Party at all times.
- 3.4. On the termination or expiry of the MOU, each Party shall return all intellectual property and Confidential Information of the other Party. Neither Party shall retain any copies of the Confidential Information or intellectual property of the other Party.
- 3.5. The obligations of the Parties with regard to the Confidential Information exchanged shall be for during the Term of the MOU and for a further period of two (2) years from the date of termination of this MOU.

4. INTELLECTUAL PROPERTY AND PUBLICITY RIGHTS

- 4.1. Each Party shall remain the exclusive owner of all industrial or intellectual property rights, technical data, know-how, projects, specifications, technical and documentation etc. produced or acquired before or during execution of this MOU, unless mutually agreed otherwise.
- 4.2. The Parties may release any statement to the media, on its website and via other commercial distribution or publicity channels concerning this MOU or its terms, after due consultation with the other Party with regards to content of such release. IALSD is hereby allowed by the College to feature the College's logo and other College trademarks prominently on IALSD's website and other marketing materials in relation with the Purpose of this MOU.
- 4.3. In its use of the trademarks of the other Party, the Party using the same will comply with any trademark usage guidelines that other Party may communicate from time to time.
- 4.4. The Parties acknowledge and agree that, except for the rights and licenses expressly granted by each Party to the other Party under this MOU, each Party will retain all right, title and interest in and to its products, services, its trademarks, and all content, information and other materials on its website(s), and nothing contained in this MOU will be construed as conferring upon such party, by implication, operation of law or otherwise, any other license or other right.

5. TERM AND TERMINATION

- 5.1. This MOU shall become valid and effective from the Effective Date and shall terminate upon the earlier of the following ("Term"):
 - 3.1.1 period of thirty-six (36) months from the Effective Date has elapsed; unless such date is extended by mutual agreement of Parties in writing;
 - 3.1.2 mutual agreement of both the Parties; or
 - 3.1.3 execution of the Definitive Documents.
- 5.2. Notwithstanding anything, this MOU may be terminated at any time by either Party upon giving two (2) months written notice to the other Party.



[Handwritten Signature]
25/3/26
Principal
Asansol Girls' College

5.3. Any termination of this MOU shall be without prejudice to any rights and obligations of either Party accrued prior to termination. No compensation or indemnification shall be paid to any of the Parties if this MOU is terminated, except as otherwise agreed under this MOU.

6. NON-BINDING MOU

6.1. This MOU is not intended to, and does not create any rights or commitment of a legal binding or enforceable nature between the Parties (except with the exception of Clause 3 (Confidentiality); Clause 4 (Intellectual Property), Clause 5 (Term and Termination), Clause 7 (Governing Law and Dispute Resolution) and this Clause 6 (Non-binding MOU), which will be binding ("Binding Clauses").

6.2. This MOU should be viewed as an indication of interest only regarding the proposed Purpose and does not constitute an offer, an acceptance, an agreement or an agreement in principle. Except as may be expressly set forth otherwise in this MOU, no obligation or rights of any kind whatsoever, including for the avoidance of doubt, but not limited to, payment commitments or financial obligations, are created and no representations or warranties whatsoever are made as a result of this MOU or any other written or oral statement.

7. GOVERNING LAW AND DISPUTE RESOLUTION

7.1. This MOU and the rights and obligations of the Parties hereunder are governed by and shall be construed in accordance with the laws of Republic of India.

7.2. In the event that a dispute, difference, claim or controversy arises in connection with the interpretation or implementation of the Binding Clauses of this MOU or the performance of any obligation hereunder this MOU (each a "Dispute"), the Parties shall attempt in the first instance to resolve such Dispute through friendly consultations and mediation by a committee comprising of the nominee of each of the Parties. If the Dispute is not resolved through friendly consultations within 30 (thirty) Business Days from the date when the Dispute was communicated to the non-disputing Party, then the same shall be referred for settlement by arbitration by a sole arbitrator to be mutually appointed by the Parties. The arbitration shall be conducted and governed as per the provisions of Arbitration and Conciliation Act, 1996, as amended from time to time and any statutory reenactments. The arbitration shall be conducted in English language and shall be held at Kolkata, India. The decision of the arbitrator shall be final and binding on the Parties.

7.3. Subject to Clause 7.2 above, the Courts in Kolkata, India alone shall have jurisdiction to entertain any suit or matter arising out of this MOU.

8. NOTICE

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or registered post or reputed overnight courier or email at the address mentioned below and to the attention of the person mentioned below, or such address as may be notified by a Party in writing, in a manner as given in this clause:

To IALSD:

Name: Anirban Choudhuri
Title: Director

To College:

Name:
Title:



[Signature]
25/3/26
Principal
Asansol Girls' College

Address: 1st floor,
RA 15, Nabapally,
Sector 4, Bidhannagar,
West Bengal 700105
Telephone: 9007004108
Email: anirban.choudhuri@hotmail.com

Address:

Telephone:
Email:

Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by registered post, two days after being deposited in the post and if sent by reputed overnight courier, one day after being deposited with the courier, and if sent by email, on the date on which the email was sent, if it is a Business Day, if the email is sent on a day which is not a Business Day or sent after 6 PM IST on a Business Day, the notice is deemed to be served on the immediate next Business Day.

9. MISCELLANEOUS

- 9.1. Nothing in this MOU shall create or imply agency, joint venture, partnership and representative of employment relationship between the Parties.
- 9.2. Neither Party shall transfer or assign this MOU, or rights or obligations arising here-under, either wholly or in part, to any third party, without the prior written approval of the other Party.
- 9.3. All amendments and/or modifications in any of the terms and conditions of this MOU shall only be made by a separate instrument (Addendum) in writing or by mutual agreement and shall not be effective unless executed by the authorized representatives of both the Parties.
- 9.4. If any provision of this MOU or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, the remainder of this MOU and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this MOU shall be valid and enforceable to the fullest extent permitted by law.
- 9.5. Whether or not the transactions contemplated in this MOU are successfully completed, each Party shall respectively bear costs and expenses (including taxes) respectively incurred in negotiating and finalizing this MOU and consummating the transactions, including external consultants' fees and legal fees.
- 9.6. This MOU constitutes the entire agreement and understanding between the Parties and supersedes any and all prior understandings, correspondence or agreements between the Parties in respect of the objectives under this MOU.
- 9.7. This MOU may be executed in multiple counterparts and delivered via facsimile, electronic mail or pdf copy, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

]Signing page follows[



Principal
Asansol Girls' College

IN WITNESS WHEREOF THE PARTIES ABOVE NAME HAVE EXECUTED AND DELIVERED THIS MOU AS OF THE DATE FIRST ABOVE WRITTEN

For [INSTITUTE FOR ADVANCED LEARNING AND SKILL DEVELOPMENT]

For [ASANSOL GIRLS' COLLEGE]


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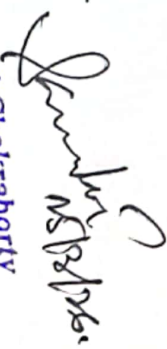
Name: Anirban Choudhuri

Designation: Director

.....

Name:

Designation:



Dr. Swati Chakraborty
PRINCIPAL

Asansol Girls' College

Asansol Girls' College - 713307

Dr. Anjali Roy Sarani, Asansol (W.B.)

Dist. Paschim Bardhaman

WITNESS:


.....

Name: Soumen Banerjee

WITNESS:


.....

Name:

Dr. Biru Rajak
IQAC Coordinator
Asansol Girls' College

