

भारतीय गैर न्यायिक

बीस रुपये

रु.20



Rs.20

TWENTY
RUPEES

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

34AA 000542

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MoU) is made on this 24th day of November 2024 at Kolkata, India.

BETWEEN

BRAINWARE UNIVERSITY having its campus at 398 Ramkrishnapur Road, P.S. Barasat, Kolkata 700125, West Bengal, India 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

**Registrar
Brainware University
Barasat, Kolkata- 700125**

**कुलसचिव Registrar
राष्ट्रीय प्रौद्योगिकी संस्थान सिक्किम
National Institute of Technology Sikkim**

National Institute of Technology Sikkim, having its campus at Ravangla, Namchi, Sikkim 737139, hereinafter referred to as "**NIT Sikkim**", duly represented by **Dr. Ranjan Basak** as the Registrar (which expression shall, where the context so admits, be deemed to include its successors, executors, administrators and assigns) of the **SECOND PARTY**.

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 **SECOND PARTY** is an Institute of National Importance, functioning under the aegis of Ministry of Education, Government of India, since August 2010.
- c) **AND WHEREAS** it has been considered expedient to agree in writing to participate jointly in the research & teaching activities requiring expertise and logistics from both parties.
- d) **AND WHEREAS** both the Parties, being legal entities in themselves desire to sign this MOU to advance and exchange their mutual interests and experience in the relevant fields for the betterment of the students to do justice to their courses of studies.

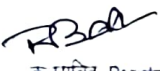
NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL CONSENT SET FORTH IN THIS MOU, THE PARTIES HEREIN AGREE AS FOLLOWS:

CLAUSE 1: CO-OPERATION

- 1.1 This MoU shall govern the general terms of cooperation. The Parties shall cooperate with each other and shall, as promptly and 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.
- 1.2 The term of Definitive Documents shall be mutually decided between the Parties in joint consultation. 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.


Registrar
Brainware University
Barasat, Kolkata- 700125

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CLAUSE 2: SCOPE AND OBJECTS

- 2.1 **Skill Training in the form of Workshop or Certificate Course:** The second party may conduct skill training workshops for the first party. The exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working careers.
- 2.2 **Research Assistance:** Both parties may also share knowledge with each other in the field of research. This shall be limited to knowledge sharing only and does not extend to disclosure of any kind of information/trade secrets etc. in conflict with the I.P. rights envisaged herein below. Research instrumentation and library facilities available with the First party and the Second party will be made available to the faculty, students, and research scholars of both the parties. There shall be an exchange of students for academic, research, internship, and training purposes. The duration of exchange visits will be determined by mutual consent between both the parties.
- 2.3 The **Registrar** of the First party and the **Registrar** of the Second party will be responsible for working out operational details of cooperation between the two organizations and ensuring proper and efficient implementation of this MoU.
- 2.4 **SECOND PARTY** shall render all possible help to the **FIRST PARTY** in taking up steps to prevent damage of any assets and/or other equipment and accessories together with security measures of its students and staff relating thereto.

CLAUSE 3: TENURE

DURATION:

- 3.1 This Agreement shall remain valid and binding upon both the parties for three years effective from the date on which it is executed. Both the parties shall review the status of the MoU at the end of three years to determine any modification, whenever necessary. The validity of this MoU may be extended by mutual consent up to five years.
- 3.2 If any of the parties herein decides to terminate the MOU prematurely, it shall be the responsibility of both the parties to see that the students already studying (at the time of expiry of the agreement) shall continue and complete the practical training/internship as per provisions of this agreement and for this purpose, the agreement shall be operative up to that time only, unless otherwise agreed between the parties herein as per extant provision.

TERMINATION & AMENDMENT:

- 3.3 The parties herein shall be entitled to terminate this agreement by mutual consent in writing by serving at least three months prior notice to the other party herein subject to completion of training of the prevailing trainee students, if any.


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CLAUSE 4: RELATIONSHIP BETWEEN THE PARTIES

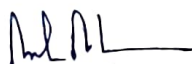
- 4.1 It is expressly agreed that the First Party and the Second Party are acting under this MOU as independent contractors and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations 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 Nothing contained in this MOU shall, by express right, grant, implication, estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including inventions, patents, copyrights, trademark, trade secrets, industrial property, and designs) of the other Party.
- 4.3 There is no financial commitment on the part of the Parties herein, to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.


CLAUSE 5: INTELLECTUAL PROPERTY RIGHTS

- 5.1 The IPRs shall rest with the Institution where major part of the research work was carried out by the students and faculties. In the event of an equal amount of work being carried out at both the Institutions, patents/protections/knowledge generated will be shared in proportion as per the Central Government Guidelines for Intellectual Property Management and Technology Transfer/Commercialization, as amended from time to time.
- 5.2 The IPR issues shall be mutually discussed between both parties depending upon the merit of the case and be decided upon.

CLAUSE 6: DISPUTE RESOLUTION BETWEEN PARTIES

If any dispute arises in respect of the MoU, the parties will discuss and settle the matter amicably.


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CLAUSE 7: REVIEW AND AMENDMENTS

This Memorandum may be amended or revised if both the parties agree during the aforementioned tenure, as and when required. Such amendments or revisions 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.

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

For Brainware University



Authorized Signatory

(Ms. Mahua Pal)

Registrar

Address: 398, Ramkrishnapur Road,
Barasat, North 24 Parganas, Kolkata
700125, West Bengal, India

Contact Details: 033-69010550

Email: registrar@brainwareuniversity.ac.in

Web: www.brainwareuniversity.ac.in

Stamp/Seal:

**Registrar
Brainware University
Barasat, Kolkata- 700125**

For NIT Sikkim



Authorized Signatory

(Dr. Ranjan Basak)

Registrar

Address: Ravangla, Namchi, Sikkim 737139

Contact Details: 7479013202

Email: registrar@nitsikkim.ac.in


Web: www.nitsikkim.ac.in

Stamp/Seal:

कुलसचिव Registrar
राष्ट्रीय प्रौद्योगिकी संस्थान सिक्किम
National Institute of Technology Sikkim

In the presence of Witnesses:

1. Dr. Sutapa Chatterjee
Brainware University,
West Bengal, India

2. 
Dr. Anindya Biswas
Associate Professor
Department of Physics
National Institute of Technology Sikkim