

पश्चिम बंगाल WEST BENGAL 23AA 184095

MEMORANDUM OF UNDERSTANDING

This MOU entered in to on this 10th April of 2018 year between **Calcutta Media Institute Pvt Ltd (CMI)**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 6, Prafulla Sarkar Street, Kolkata - 700 001 and having its branch office at 501, Elgin Chamber, 1A, Asuthosh Mukherjee Road, Kolkata - 700 020

AND

Indian Institute of Social Welfare & Business Management (IISWBM), Management House, College Square West, Kolkata- 700 073, an institution established under Societies Registration Act XXI of 1860.

With the exponential growth in communication technology and the consequent massive development in media network engulfing the world and Kolkata being one of the vibrating hubs of IT & Media activities in the country, both the parties herein from the year 2012 have been jointly engaged in conducting Post Graduate Programs pertaining to Media studies. The courses were being conducted pursuant to an arrangement between the parties herein. Subsequently the parties herein have

mutually decided to execute this agreement for a period of 5 (five) years with effect from 10th April 2018. It is pertinent to mention that the parties herein are presently jointly conducting a course titled "One Year Post Graduate Diploma in Media Management" (PGDMM and hereinafter referred to as the said "program") leading to a Post Graduate Diploma awarded by the University of Calcutta. The said program consists of three specializations namely Integrated Marketing Communication, Broadcast Management & Digital Marketing & Social Media. However it is provided that new specializations may be added upon mutual discussion and subject to approval by the competent authorities.

1.0 Course Duration

The **Post Graduate Diploma in Media Management Course** shall be 12 months duration including Final Examination. The above period of 12 months will also include all project study/organization visits etc. if any required, as per curriculum of the course.

2.0 Board of Studies

A Board of Studies (BOS) will be formed with three minimum representatives each from CMI & IISWBM with the Director of IISWBM as the Chairman and Director of CMI as Co-Chairman of the Board of Studies in which Member Secretary will be from CMI. The above will change in alternate years whereby Director, CMI would be the Chairman of the BOS and Director, IISWBM will be the Co-Chairman. Likewise, Member Secretary also will be changed after one year.

In future the course may be upgraded to a 2-year Masters degree course with affiliation of the Calcutta University along with nominated representative/s of the University in the Board of Studies.

3.0 Responsibility of CMI

- Releasing communication after consultation with IISWBM and bearing the entire cost, in this behalf
- Design & Printing of prospectus and application forms for the proposed course
- Organizing classrooms & other space alongwith staff & faculty for conducting the Technical Sessions at its premises as and when required
- Required I.T. and other Technical infrastructure and arrangements for training of students.
- Receiving cost of the programme from the participants.
- Preparing necessary Course materials pertaining to Media Management subject jointly with IISWBM.
- Necessary Technical Faculty support
- To provide support for Faculty-Industry interface
- Promoting the course through different media and websites of CMI giving equal weightage to the other party.
- Provide placement assistance to the students.

3.1. Responsibility of IISWBM, Kolkata

- Promoting the course through the website of IISWBM giving equal weightage to the other party
- To provide class rooms and pedagogy/infrastructure for the required sessions/classes.
- Necessary Faculty support for conducting the programme
- Conduct of the Examination and Evaluation jointly with CMI
- To provide Hostel facilities as available, against usual charges of the Institute
- To allow the students to enjoy Library facilities as per Institute Rules and schedule fees to be borne by the students
- IISWBM will issue introductory letters to its known banks for the candidates likely to be admitted and/ or admitted, for consideration of suitable amount of loan by the Banks to the participants to the course, as per rules and procedures of the Bank.
- Provide placement assistance.

4.0 Mode of Payment to IISWBM for Academic Support and utilization of Intellectual Properties:

- A) One Year Post Graduate Diploma in Media Management**
- A fixed amount of Rs.30,000/- for each enrolled candidate will be paid by CMI to IISWBM for the sessions 2018 - 2019 and 2019 - 2020. The amount payable post this period shall be mutually decided by the parties herein.
 - In addition, CMI will pay IISWBM Rs.1000/- for each one hour class conducted by the faculty of IISWBM
 - CMI will also pay library fees per student as deemed fit by IISWBM.

5.0. Course Fee

Both the Institute's will jointly decide the exact amount of course fee for participants for programme.

6.0 Validity of the agreement

The validity of this agreement will be for a period of 5 (five) years. Upon expiry this agreement may be extended based on the mutually agreed terms and conditions. This contract may be terminated by either of the party by giving a notice of six months, subject to fulfillment of prior and continuing obligations keeping in view the interest of students and both the parties shall fulfill their respective duties arising out of this agreement till the conclusion of the ongoing courses.

Property Intellectual Proprietary Rights & Exclusivity:-

The Intellectual Proprietary Right, title and Interest over the course material developed by respective parties shall remain the property of the said party who developed the same.

It is further provided that during the currency of this agreement, both IISWBM and CMI shall be at liberty to conduct other courses than what is offered herein individually and / or in collaboration with other third parties.

7.0 Confidentiality

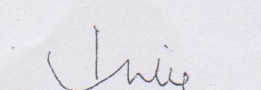
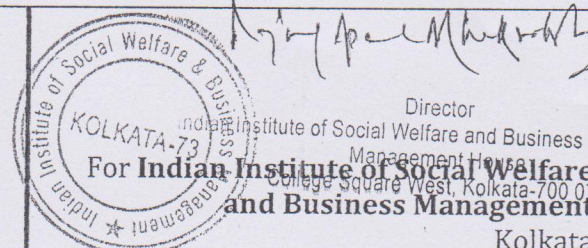
The parties acknowledge and agree that all information provided by any party to other or their affiliates, with respect to the business and affairs of such Party or it affiliates, to the other Party or it affiliates, directly or indirectly, and whether oral or written, shall be considered confidential information. Each party agrees that, without the prior written consent of the other party, neither it nor it affiliates shall disclose such confidential information, unless required under law.

8.0 Arbitration

In case of any dispute arising out of the MOU or interpretation of the terms the matter will be mutually discussed and sorted out by the Directors of CMI & IISWBM. If the dispute is not resolved the matter will be referred to a sole arbitrator to be appointed by CMI, whose decision will be final and binding.

Only Court of Law in Calcutta District will have jurisdiction over this MOU.

The MOU is signed on 10th day of April, 2018.

 AMITABHA DATTA For Calcutta Media Institute KOLKATA MEDIA INSTITUTE PVT. LTD.	 Director For Indian Institute of Social Welfare and Business Management Kolkata
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Witness

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| 1. SUSHAN KISHORA MAHAPATRA | 1. Indeepa Banerjee |
| 2. JAGANMOY BASU ROY CHOWDHURY | 2. Haitoujee Bhattacharya |