

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AV 198300

MEMORANDUM OF UNDERSTANDING

BETWEEN

DAMODAR VALLEY CORPORATION (DVC)

AND

**INDIAN INSTITUTE OF SOCIAL WELFARE &
BUSINESS MANAGEMENT (IISWBM)**

This **Memorandum of Understanding** (hereinafter referred to as "MoU") is entered on this 16th day of May 2025 at DVC TOWERS by and between **Damodar Valley Corporation**, established on 7th July 1948 by the Damodar Valley Corporation Act. (Act No. XIV of 1948), having its registered office at DVC Towers, VIP Road, Kolkata-700054 (hereinafter referred to as "DVC"),

16psi Kumar

Sold To.....
Name.....
Address.....
5 MAY 2025
Rs.....
C.J.M's Court
2, Bankshall Street, Kol-1

11580

DGM Business Development

DVE

1/16. V.I.P. Rd.

KO.S4

Basu
ABANISH KUMAR DAS
Govt. License Stamp Vendor
C. J. M's Court
2, Bankshall Street, Kol-1

which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns of the **FIRST PARTY**

AND

Indian Institute of Social Welfare & Business Management (IISWBM), governed by Society's Act, 1959 having its office at Management House, College Square West, Kolkata-700073, West Bengal, India (herein referred to as **IISWBM**) which expression shall mean and include its Affiliate, successors and permitted assigns of the **SECOND PARTY**

(**DVC & IISWBM** shall in this MoU be individually referred to as 'Party' and collectively as 'Parties').

BROAD AREAS OF COLLABORATION

1. Training and capacity building interventions as a Knowledge Partner
2. Conducting Management Development Programme (**MDPs**) for the industrial executives, through provision of facilitators jointly by the two institutions
3. Live Project & Summer Internship for students of **IISWBM**
4. DVC representative as an Industry external panellist in MBA admissions
5. Exploring the possibilities of launching regular management courses and programmes utilizing the knowledge and expertise of both the organizations
6. Policy advisory, research, project, innovation, and new managerial skill exploration
7. Performance Audit and benchmarking studies – Renewable Energy, Energy Efficiency, Agrivoltaics, Water, Watershed Management and Operational Efficiency
8. Collaboration on all technologies and management applications for reaching Net Zero and realization of SDGs
9. Accelerating pollution abatement, promoting Green Building, Green Project Management including Waste Management
10. Undertaking collaborative research and development projects
11. Implementation of CSR initiatives including student participation in joint CSR activities/campaign etc.
12. Organization of joint conclaves, symposia, workshops, seminars, lectures and conferences on relevant and contemporary issues.

02

COSTS AND EXPENSES

Each Party will be responsible for its own costs and expenses individually incurred in connection with this **MoU**, including, without limitation, the performance of any and all duties or obligations set forth herein.

For any programme and activity involving more than one Party, a common income and expenditure budget must be drawn up and mutually agreed to in writing before any financial expenditure is committed or undertaken by any of the Parties. Each such programme / activity must be accounted for and audited separately and agreed to by the concerned Parties.

Training fees for the programs conducted by **IISWBM** shall be mutually decided or shall be as per notified rates as per training calendar. Training fee, venue & other logistics for the customized need-based training programs conducted at locations other than the premises of **IISWBM** shall be decided mutually.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MoU, THE PARTIES HERETO AGREE AS FOLLOWS:

Clause 1

CO-OPERATION

Both parties, i.e. **DVC** and **IISWBM**, are united by common interests and objectives, and they should establish channels of communication and co-operation that will promote and advance their respective objectives. The parties shall keep each other informed of potential opportunities and share all information that may be relevant to secure additional opportunities for one another.

Clause 2

SCOPE OF THE MoU

2.1 The interaction between **DVC** and **IISWBM** will give an insight into the latest developments /requirements of the industry.



2.2 Any matter not stipulated herein and any difference between parties shall be amicably resolved by the Parties based on mutual discussions within the spirit of this MoU.

Clause 3

INTELLECTUAL PROPERTY

3.1 All Intellectual Property, including, but not limited to, copyrights, software and database rights, patents, trade secrets, trademarks, rights in designs and all other Intellectual Property or other proprietary rights ("Intellectual Property") owned by one Party prior to the date of this MoU will continue to be owned by that Party.

3.2 Any intellectual property rights created as part of the Research projects will be jointly owned by both the Parties.

3.3 The jointly developed intellectual property shall be available for use by the Parties, independently or jointly on non-commercial basis. However, each Party would do this in consultation with the Parties engaged in developing the joint-intellectual property.

Notwithstanding anything contained in this MoU, any other document or communication, the use of the name, logo and/or official emblem etc. of any Party or any scheme implemented by it in any publication, document, paper, website or any other platform or mode is allowed only, after seeking explicit prior permission in writing from the Party who is the owner of such logo, emblem etc. Such permission may be given by the relevant Party at its sole discretion which may further be subject to any condition that the Party considers appropriate.

Clause 4

EXCLUSIVITY

This MoU is non-exclusive. Nothing in this MoU restricts the Parties from collaborating or entering into any agreement with any third party or parties relating to matters within the scope of this MoU or any other matter.



Clause 5

LIMITATION OF LIABILITY

5.1 To the fullest extent permitted by law, each Party is liable for loss of profits, business interruption, loss of business information, economic loss or any other indirect, incidental, consequential or special loss or damage, even if the loss or damage was caused, or contributed to, by that Party's negligence or breach of this MoU; and

5.2 No limitation or exclusions will apply to liability arising out of a Party's breach of its obligations described under the heading Confidentiality of this MoU.

5.3 All materials, information, and other items provided by one Party to the other Party / Parties in connection with this MoU are provided "as is" without warranty of any kind, and each Party disclaims all warranties, express or implied, with respect to all such materials, information, and other items.

Clause 6

CONFIDENTIALITY

To the extent permitted by applicable law the existence and terms of this MoU, and all discussions between the Parties (or their affiliates), related to this MoU are Confidential Information.

Clause 7

FORCE MAJEURE

No Party shall be liable for failure or damage caused to the extent caused by circumstances beyond its reasonable control.

Clause 8

AMENDMENT

This MoU may be amended at any time by written consent of all the Parties subsequent to notice of 15 days and all amendments shall form a part of this presents. No amendments in this MoU shall be effective unless it is in writing and signed by duly authorised representatives of all the Parties.

Clause 9

ASSIGNMENT

This MoU shall be binding upon each of the Parties hereto, and their respective successors and assignees, but it shall not be assigned in whole or in part by any Party without the prior written consent of the other(s) except, that each Party's interests shall be assignable through merger, consolidation or reorganization or sale or transfer of substantially all its assets.

Clause 10

VALIDITY

10.1. The validity of the MoU is 3 (three) years from the date of execution.

10.2. Both Parties may terminate this MoU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

Clause 11

SEVERABILITY/ DISPUTE RESOLUTION

In the event any provision of this MoU is held by any Court or other competent authority to be illegal, and / or is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the MoU and all other provisions should continue in full force and effect as valid and enforceable. Any differences arising out of the interpretation, application and implementation of this MoU shall be settled amicably through consultations and negotiations among the Parties themselves. If even after 90 days the dispute has not been resolved, then it will be resolved in the manner prescribed in the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be in Kolkata and the arbitration language shall be English. The decision of the arbitrators shall be final and binding on all Parties. The Courts of Kolkata shall have exclusive jurisdiction for matters arising out of or in consequence of this MoU.



ENTIRE MOU

Each Party acknowledges that it has read this MoU, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the MoU among the Parties.

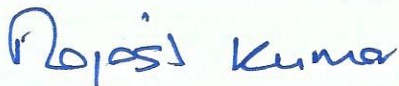
GOVERNING LAW

This MoU shall be governed by the laws of India that are in force from time to time.

AGREED

Having read, understood, and accepted the terms and conditions of this MoU as also the requirements and details set out herein, we have appended our signatures in witness thereof, on the day month and year mentioned herein below:

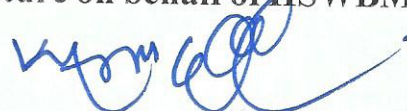
Signature on behalf of DVC



(Sri Rajesh Kumar)

Chief General Manager
(Business Development)

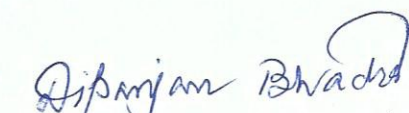
Signature on behalf of HSWBM

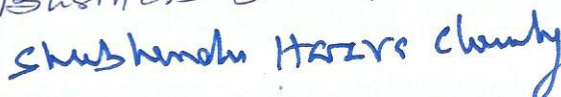


(Dr Krishna Murari Agrawal)

Director

Witnesses:

1. 
(DIPANJAN BHADRA)
DGM (E),
Business Development

2. 

Witnesses:

1. 

2. 