

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AF 774052

MEMORANDUM OF UNDERSTANDING

BETWEEN

INDIAN INSTITUTE OF SOCIAL WELFARE AND BUSINESS MANAGEMENT,
KOLKATA (IISWBM)

AND

DR. B. C. ROY ENGINEERING COLLEGE, DURGAPUR (BCREC)

This Memorandum of Understanding (hereinafter referred to as "MoU") made on this 11th day of November, 2024

Between

Indian Institute of Social Welfare and Business Management, Kolkata, India's first management institution established in the year 1953, approved by the All India Council of Technical Education (AICTE) and affiliated to the University of Calcutta and an autonomous institution governed by a Board of Governors which includes, among others, the Vice Chancellor and the Pro-Vice Chancellor (Finance), University of Calcutta, Principal Secretary, Department of Education, Government of West Bengal, representatives from all Chambers of Commerce, the Ministry of Human Resource Development, Government of India and AICTE as members, situated at College Square West, Kolkata- 700 073, hereinafter referred to as IISWBM, of the FIRST PART

ক্রমিক নং 1779 তার 25-10-21


স্থান - 

কর্তৃপক্ষের নাম B. C. ROY ENGINEERING COLLEGE

সং DURGAPUR

খণ্ড

কোলা

পরিচালক - 

পোস্ট- সোনারগুড়ী, জেলা- বাঁকুড়া

তারিখসংখ্যা- ২/২৩০২

And

Dr. B. C. Roy Engineering College, Durgapur, a NAAC accredited engineering and management institute, established in the year 2000, an autonomous institution approved by AICTE and affiliated to Maulana Abul Kalam Azad University of Technology, West Bengal, governed by Dr. B. C. Roy Engineering College Society, Durgapur having its registered office at Dr. B. C. Roy Engineering College, Durgapur, 'Management House', Jemua Road, Fuljhore, Durgapur- 713 206 hereinafter referred to as BCREC, of the SECOND PART, for the Academic and Technical Tie Up.

The aforesaid institutions are hereinafter referred to individually as *Institute* and collectively as *Institutes* witnesseth as follows:

RECOGNISING the mutual interest in the fields of Incubations and Start Ups through the establishment of a Satellite Centre at BCREC, in the line as presently existing at IISWBM, Kolkata with its active collaboration of IISWBM's Innovation Cell, to foster a culture of entrepreneurial initiatives among the students of both the institutes in general, and in particular, with the students of the Faculty of Management Studies of BCREC, Durgapur, hereinafter referred to as FMS, BCREC, and IISWBM on long term non-commercial basis, and also

RECOGNISING the importance of management education's role in industries and therefore, in the larger sphere of society, conducting joint Management Development Programmes (MDP), Joint Consulting, Joint Research and Projects and also offering joint Short Term Courses on relevant and emerging management areas.

HEREBY agree to establish collaboration according to terms and conditions set out in the articles following hereunder.

The words "the two institutions" in the MoU refer to IISWBM, Kolkata and BCREC, Durgapur.

Article 1 – Major Areas of Co-operation:

Co-operation between the two institutions may be established within the field related to management education of mutual interest and in particular –

- i. Establishment of a Satellite Centre, for promoting incubations and start ups, in fields of mutual interests,
- ii. Conducting Management Development Programmes (MDPs) for the industrial executives, through provision of facilitators jointly by the two institutions,
- iii. Organization of joint conclave, symposia, workshops, lectures and conferences on relevant and contemporary issues,
- iv. Undertaking joint consulting, collaborative research and projects,
- v. Offering short term courses jointly.



Extension to other areas will be made through further amendments to the present MoU.

Article 2 – Other Areas:

- i. To exchange information on research and educational programs,
- ii. To exchange information on teaching, learning material and other literature relevant to their research and educational programs,
- iii. To jointly organize short term continuing education programs and to invite each other's faculty to participate therein,
- iv. To organize jointly symposia, conclaves, seminars and workshops on topics of mutual interest and to invite each other's faculty and students to participate therein,
- v. To propose and engage jointly in research or training programs sponsored by funding agencies, and each other's faculty to participate therein,
- vi. The provision of cultural and intellectual enrichment of faculty and students of both institutes,
- vii. To use laboratory and library facilities in specific cases for a limited period.

IISWBM, Kolkata and BCREC, Durgapur agree that the detailed terms and conditions that guide each activity as identified above will be separately determined and agreed upon by the two institutions. These terms shall include the technical description of proposed activity, financial arrangements, and person(s) responsible for its implementation.

Article 3 - Coordination:

Each institution shall appoint one member of its teaching faculty (permanent faculty member) to coordinate the programme on its behalf. Further a coordination committee consisting of (a) a programme coordinator from IISWBM, Kolkata and (b) a programme coordinator from the side of FMS, BCREC, Durgapur will periodically review and identify ways to strengthen cooperation between two institutions.

Article 4 – Confidentiality:

IISWBM, Kolkata and BCREC, Durgapur do not absolve any confidential information during the research activities.

Article 5 - Intellectual Property Rights (IPR):

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other intellectual or industrial property rights) developed jointly during the course of this MoU shall be vested in both institutes of this memorandum.



Both institutes shall have the joint right to determine the commercial exploitation and disposition of such intellectual property, and both institutes shall make joint applications for the registration of the same. Before any registration and commercialization of any intellectual property takes place, the institutes agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing.

A publication of such intellectual property shall only be possible with prior consent of both the institutes; such consent should not be unreasonably withheld.

Both the institutes shall be free to use perpetually the results arising out of the collaborating activities for their own internal teaching, research, educational, clinical and publication purposes without the payment of royalties or any other fees to the other party.

Article 6 - Validity:

The memorandum shall remain in force for a period of three (03) years commencing from the effective date. Institutions may extend the term by written agreement signed by both after review.

Article 7 - Termination:

Either institution may terminate the MoU by written notice of three (03) months in advance to the other institution. Once terminated, neither IISWBM, Kolkata nor BCREC, Durgapur will be responsible for any losses, financial or otherwise, which the other institutions may suffer. However, IISWBM, Kolkata and BCREC, Durgapur will ensure that the provisions of this memorandum shall continue to apply in all areas of progress until their completion.

Article 8 – Amémdments and Modifications:

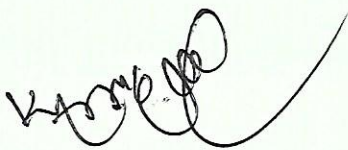
This MoU may be amended or modified by a written agreement signed by the representative of both institutes.

8.1 - Participating faculties, staff and students involved in any activities under this Memorandum must adhere to the law of the host countries and rules and regulations of the institutions.

8.2 - Nothing in this Memorandum shall be construed as creating any legal relationship between the institutes. This Memorandum is a statement of intent to foster genuine and mutually beneficial collaboration.

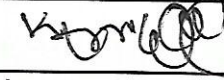
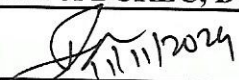
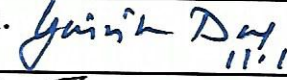
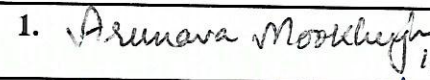
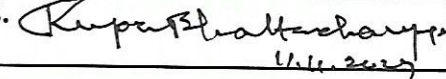

Article 9 – Dispute Resolution:

In case, there be a dispute relating to any aspect of academic cooperation, Director, IISWBM, Kolkata and Principal, BCREC, Durgpur will [jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility].



If such a settlement cannot be reached, the dispute will be settled in the Courts of Kolkata (India) and Durgapur (India).

IISWBM, Kolkata and the BCREC, Durgapur welcome the establishment of this Memorandum for cooperation and jointly agree to the provisions as set out above.

For and on behalf of IISWBM, Kolkata	For and on behalf of BCREC, Durgapur
Signature: 	Signature: 
Designation: Director	Designation: PRINCIPAL
Date: 11/11/2024	Date: 11/11/2024
Witness:	Witness:
1. 	1. 
2. 	2. 

Prof. (Dr.) Krishna Agrawal
 Director (Acting)
 Indian Institute of Social Welfare & Business Management
 College Square West, Kolkata-700073

Principal
 Engineering College
 DURGAPUR