



MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 2nd day of April Two Thousand Nineteen (02/04/2019)

BETWEEN

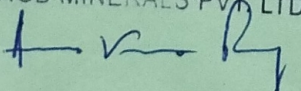
DESHABANDHU MAHAVIDYALAYA, CHITTARANJAN, PASCHIM BARDHAMAN, WEST BENGAL-713331, an affiliated college under Kazi Nazrul University, Asansol hereinafter referred as the first party represented by its Teacher-in-charge, Dr. Sagar Chandra Bandyopadhyay

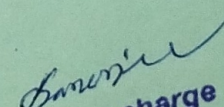
AND

RGB MINERALS PVT. LTD. having its office at Golgram, Bardhaman and represented herein by its CEO and MD Mr. Arup Roy (hereinafter referred to as "Second Party").

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

RGB MINERALS PVT. LTD.


Director


Teacher-In-charge
Deshabandhu Mahavidyalaya
Chittaranjan

WHEREAS:

- A) First Party is a Higher Educational Institution named:
(1) Deshabandhu Mahavidyalaya, Chittaranjan,
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Internship and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;.
- E) RGB Minerals Pvt Ltd. the Second Party is engaged in leading business in corporate Companies for Chemicals and Minerals processing.

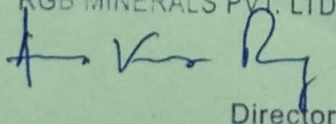
NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

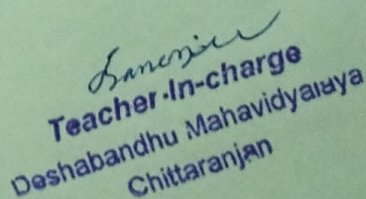
CLAUSE 1 CO-OPERATION

1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in

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developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.

1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is 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. The term of Definitive Documents shall be mutually decided between the Parties. 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.

CLAUSE 2 SCOPE OF THE MOU

2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

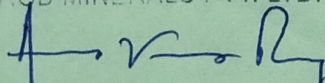
2.2 Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

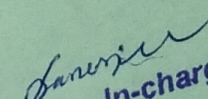
2.3 Industrial Training & Visits: Industry and Institution interaction will give an insight into the latest developments / requirements of the industries the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and 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 career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

2.4 Internships and Placement of Students: Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs.

2.5 Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.

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2.6 Guest Lectures: Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.

2.7 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting industrial exposure/training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.

2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein

2.9 There is no financial commitment on the part of the Deshabandhu Mahavidyalaya, Chittaranjan, and the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

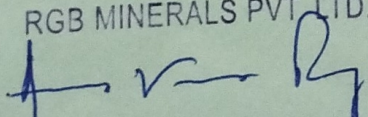
3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

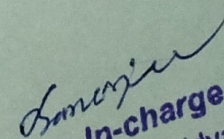
CLAUSE 4 VALIDITY

4.1 This Agreement shall be initially valid for a period of 03 years commencing from the date of the agreement that is 2nd Day of April Two Thousand Ninteen. (02/04/2019). The term may be extend for further period by mutual consent in writing by the parties, during which period RGB Minerals Pvt. Ltd., the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of RGB Minerals Pvt. Ltd., the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

4.2 The Parties hereto have set & subscribed their respective hands & seal on the day, month & year herein above mentioned.

RGB MINERALS PVT. LTD.


Director


Teacher-in-charge
Deshabandhu Mahavidyalaya
Chittaranjan

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that First Party and 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 agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Both the PARTIES welcome the execution of this Memorandum for cooperation and jointly agree to the provisions set out as above.

For and on behalf of Deshabandhu Mahavidyalaya, Chittaranjan, W.B.	For and on behalf of RGB Minerals Pvt. Ltd., Bardhaman W. B.
Signature: <i>Samerjit</i>	Signature: RGB MINERALS PVT. LTD. <i>[Signature]</i>
Designation: <i>Teacher-in charge</i> Teacher-in-charge	Designation: <i>Director</i> Director
Date: 02.04.2019 Deshabandhu Mahavidyalaya Chittaranjan	Date: 02.04.2019
Witness: <i>Mukul Kaula, Asst. Professor</i> <i>Department of Geography</i>	Witness: <i>Subrata Das.</i>
<i>Deshabandhu Mahavidyalaya</i> <i>Chittaranjan</i>	<i>S/o - Late Ganga Dhar Das.</i>
	<i>Vill + P.O - Hat Kaluha</i> <i>Dist - Birbhum. W. B</i>