MEMORANDUM OF UNDERSTANDING

BETWEEN

University of Kalyani
Kalyani, Nadia, West Bengal 741235

AND

All India Data Science & Machine Learning Association

Ministry of Corporate Affairs Registration No: U80302WB2020NPL239087
Under Section-8 with Charitable Objects
C/o, National Institute for Industrial Training 37/2 Block GN, Salt Lake City, Kolkata-91, WB

PREAMBLE

WHEREAS, **University of Kalyani,** Kalyani, Nadia, West Bengal 741235 (herein after KU) at its various engineering and sciences departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

WHEREAS, **All India Data Science & Machine Learning Association** is engaged in manufacturing / Service / Research / Development of Scientific and Technological, research, design and development and consultancy in the field of Scientific and Technological related fields.

WHEREAS, both KU and **All India Data Science & Machine Learning Association**, now

- Recognizing the importance of research and development in the areas Artificial Intelligence, Data Analytics, IoT Robotics, Cyber Security, DevOps RPA etc, as well as imparting industrial training to the engineering/technology/sciences students, etc.

- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Information Technology & its application areas.

- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Information Technology & its application areas. and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both KU and **All India Data Science & Machine Learning Association** hereby acknowledge, KU and **All India Data Science & Machine Learning Association** hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I:

SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between KU and **All India Data Science & Machine Learning Association** for enhancing, within the country, the availability of highly qualified manpower in the areas of Information Technology & its application areas. without any prejudice to prevailing rules and regulations in KU and **All India Data Science & Machine Learning Association** without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to KU and **All India Data Science & Machine Learning Association**. The areas of cooperation can be extended through mutual consent.

ARTICLE-II:

SCOPE AND TERMS OF INTERACTIONS

Both KU and **All India Data Science & Machine Learning Association** shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students of both the organizations through the following arrangements:

a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;

b) Organization of joint conferences and seminars;

c) Practical training of KU students at **All India Data Science & Machine Learning Association**;

d) Joint guidance of student projects/thesis in Information Technology & its application areas. and other areas of national interest at KU by **All India Data Science & Machine Learning Association** on mutually agreeable terms.

e) **All India Data Science & Machine Learning Association** would accommodate B.Tech./M.Tech./M.B.A./M.Sc./M.C.A. students who have completed at least the 1st semester of their programme in such a number that **All India Data Science & Machine Learning Association** deems convenient to it for the purpose of imparting industrial training.

f) **All India Data Science & Machine Learning Association** will support and facilitate the placement and related activities of trained KU students in industry;

g) **All India Data Science & Machine Learning Association** may depute its personnel as visiting faculty at KU to teach any of the regular Course or specialized topics.

h) **All India Data Science & Machine Learning Association** personnel, as well as research scholars, may also be allowed to enroll for their Ph.D./M.Tech. (Research) at KU, subject to availability of seats, research facilities and subject to their fulfilling eligibility criteria and all other academic regulations of KU. Further, **All India Data Science & Machine Learning**

Association may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises.

i) **All India Data Science & Machine Learning Association** may seek assistance/guidance of KU faculty member/s in product/process modification, modernization, trouble shooting, etc.

j) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.

k) **All India Data Science & Machine Learning Association** may showcase its business activities at the seminar/workshop/conference, etc. at KU.

l) **All India Data Science & Machine Learning Association** may avail library, Internet, computational facilities at KU.

m) Post-graduate student will be allotted a Research supervisor from KU faculty members. A Research Scientist/Engineer at **All India Data Science & Machine Learning Association** may be appointed a Co-research guide as per the rules of the respective institute for a student Registered for Ph.D./M.Tech./M.B.A./M.Sc./M.C.A. degree at KUonly if permitted by the KU regulation of the respective course. The student maybe encouraged to take up the project such that **All India Data Science & Machine Learning Association** desirably benefits from its outcomes.

n) The students will carry out part of their Ph.D. research work or B.Tech./M.Tech./M.B.A./M.Sc./M.C.A. project at KU and **All India Data Science & Machine Learning Association**

depending on the nature of the work as per rules of the respective institute depending on facilities and requirementsonly if permitted by the KU regulation of the respective course.

o) There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.

p) Both KU and **All India Data Science & Machine Learning Association** will be free to independently carry out follow-up research on the thesis work conducted under this scheme.

q) If the outcome of a project related to product development, process technology and design etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/verbal, etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc by the parties under the law will be decided on case to case basis after mutual consultation.

r) Research supervisors from both the Institutes will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in thesis and/or paper publication except the part for which IPR needs be claimed.

s) Neither of the supervisors will publish the work carried out under this MoU without knowledge of the other.

t) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

ARTICLE-III :

SHARING OF FACILITIES

a) KU and **All India Data Science & Machine Learning Association** shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.

b) KU and **All India Data Science & Machine Learning Association** shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.

c) KU and **All India Data Science & Machine Learning Association** shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

ARTICLE-IV:

CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

a) The collaborative programme between KU and **All India Data Science & Machine Learning Association** shall be coordinated by a coordination committee appointed by Directors of both the Institutes.

b) Financial arrangements for each specific collaboration will be decided on a case to-case basis and brought on record in each case after due approval from heads of both the Institutions.

ARTICLE-V:

EFFECTIVE DATE AND DURATION OF MOU

a) This MOU shall be effective from the date of its approval by competent authorities at both ends.

b) The duration of the MOU shall be for a period of 5 years from the effective date.

c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, it should be ensured with termination of the MOU that it will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.

d) Any clause or article of the MOU may be modified or amended by mutual agreement of **All India Data Science & Machine Learning Association** and KU.

ARTICLE-VI:

IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE-VII:

CONFIDENTIALITY

During the tenure of the MOU both KU and **All India Data Science & Machine Learning Association** will maintain strict confidentiality and prevent disclosure of all the information and

data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both KU and **All India Data Science & Machine Learning Association** shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both KU and **All India Data Science & Machine Learning Association** shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

a) is or becomes publicly available through no fault of the receiving party,

b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;

c) is independently developed by the receiving party without reference to the confidential information of the disclosing party

d) is rightfully obtained by the receiving party from a third party or is in the public domain

e) is disclosed with the written consent of the party whose information it is, or

f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

ARTICLE-VIII:

AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

ARTICLE-IX:

RESOLUTION OF DISPUTES

a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Kalyani/Kolkata.

b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENMT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of

Indian Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be Kalyani/Kolkata and Language of arbitration shall be English.

ARTICLE-X:

MISCELLANEOUS

a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

b) Both KU and **All India Data Science & Machine Learning Association** shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

ALL INDIA DATA SCIENCE AND
MACHINE LEARNING ASSOCIATION

Suchandrima chakraborty

DIRECTOR

Signature

Head of All India Data Science &
Machine Learning Association
Operational Director

C/o, National Institute for
Industrial Training 37/2 Block
GN , Salt Lake City , Kolkata-91

Witness

1. *Keya Ghosh*

2. *Kamal Chandra Chakraborty*

Date : 07/ 04/ 2022

Debann Ray

Signature

Head of the Institute

University of Kalyani,
Kalyani, Nadia,
West Bengal 741235

Witness

1 *Anirban Mukherjee*

2 *Kalyani Mali*

Date 07/04/2022