



पश्चिम बंगाल WEST BENGAL

AM 543094

MEMORANDUM OF UNDERSTANDING

Between

University of Kalyani (KU)

AND

Indian Chamber of Commerce (ICC)

The purpose of this Memorandum of Understanding (MoU) is to establish an affiliation between University of Kalyani and Indian Chamber of Commerce, Kolkata for conducting joint training programmes for professionals.

Participating Parties

This Memorandum of Understanding (MoU) made and entered on
..... by and between the following parties:

25 NOV 2022

Serial No. 9203 Date
Value Rs. 100 Ps.
Name
Address

AMIT BISWAS
Stamp Vendor
Kalyani A.C.J.M. Court

University of Kalyani
Kalyani

AM 543094

WEST BENGAL

MEMORANDUM OF UNDERSTANDING

Between

University of Kalyani (U.K.)

AND

Indian Council of Cultural Relations (ICCR)

The purpose of the Memorandum of Understanding is to establish an understanding between the University of Kalyani and the Indian Council of Cultural Relations for the purpose of promoting and developing the cultural and educational activities of the University of Kalyani.

It is hereby agreed that

The University of Kalyani shall provide the necessary facilities and support for the activities of the Indian Council of Cultural Relations at the University of Kalyani.

A. University of Kalyani, West Bengal, which expression shall mean and include its successors in interest and assigns of the second part (here in after referred to as KU).

THE UNIVERSITY OF KALYANI" a body corporate under the University of Kalyani Act, 1981 (since up to date) as well as read with West Bengal University Law (Amendment) Act, 2011 having its Registered office at 'C' Block and 'B' Block, Kalyani, District: - Nadia, West Bengal, Pin - 741235

B. Indian Chamber of Commerce (ICC), Kolkata, which expression shall mean and include its successors in interest and assigns of the first part (hereinafter referred to as ICC, Kolkata).

Founded in 1925, Indian Chamber of Commerce (ICC), one of the oldest Chambers of Commerce in the country with its national headquarter in Kolkata,

WHEREAS the K.U has the objective to provide facilities and promote studies and research in emerging areas of higher education on the frontiers of science, technology, and management education. In pursuance of the objective, the university has been endeavoring to develop closer relationship with the corporate world/university/institute so that the synergy between academics can be reaped to the fullest extent.

ICC under the aegis of its Occupational Health & Safety Committee, would like to partner with University of Kalyani, West Bengal for conducting various professional development programmes in fields in Ergonomics and Occupational Health & Safety, and other fields for the benefit of both Industry and Academia.

NOW, THEREFORE, IT IS HEREBY AGREED TO BY AND BETWEEN K.U AND ICC AS FOLLOWS:

Both the institutions are interested in entering a MoU with a view of sharing a common desire to explore, extend and strengthen the functional relationship between the University and ICC, Kolkata to share the facilities and expertise available with each of them, herewith sign this MoU on the following broad understanding.

1 SCOPE OF M.O.U:

This M.O.U supersedes all previous correspondence and discussion and understanding taken place between the two parties pertaining to this M.O.U.



2. PERIOD OF M.O.U:

This M.O.U comes into effect from the last date of its signature and will remain in force for a period of 5 years and renewal thereafter or termination before on mutual agreement.

3. SCOPE OF THE WORK:

Conducting various professional development programmes in fields of Ergonomics and Occupational Health & Safety, and other fields for the benefit of both Industry and Academia.

The details of the agreement are as given below:

- I. The courses would be held in a hybrid mode (physical and online) as per requirement.
- II. Duration and detail content of the course would be decided by resource persons from University of Kalyani (KU) and Indian Chamber of Commerce (ICC), Kolkata.
- III. Courses will be jointly certified by Indian Chamber of Commerce and University of Kalyani. Logo of both ICC and KU would be used for the purpose of promotion and certification.
- IV. Laboratory facility for use of participants of the joint programmes would be provided by University of Kalyani and industry visit / internship will be arranged by Indian Chamber of commerce.
- V. The expenditure for providing online platform and its technical service and maintenance for the programme will be borne/ maintained by ICC.
- VI. Courses would be jointly promoted by Indian Chamber of Commerce and University of Kalyani in their respective websites. The website promotional for each organization to be hyperlinked to each other.
- VII. The revenue sharing/collaboration fee to be decided on a case to case basis and it will be at least 30% of the total course fee per candidate will be shared to the University of Kalyani. The revenue will be collected by ICC from the Candidates and the revenue sharing with the University will made by ICC within first three days from the date of commencement of the course. Fees paid to University of Kalyani would cover certification charges, logo usage, usage of facility in University of Kalyani, including laboratory amongst others. ICC will bear cost of remuneration of the resource person, venue for contact programme and allied overheads towards its administrative cost.



4. Management of this M.O.U

For the smooth implementation and operation of this M.O.U, a 'Coordinating Committee' (CC)' shall be formed which would constitute of 6 members with 3 members nominated by each party.

Name of the Institute: Indian Chamber of Commerce, Kolkata	University of Kalyani
1. Director General - ICC	1. Prof. Keka Sarkar, Dean, Faculty of Science, University of Kalyani.
2. Advisor - ICC	2. Prof. Amalendu Bhunia, Department of Commerce, University of Kalyani
3. Ms Soma Mukerji, Jt Director, ICC	3. Dr. Subhashis Sahu, Associate Professor, Department of Physiology, University of Kalyani

The CC shall look into various operational aspects and lay down 'specific operating procedures (SOPs)' from time to time.

The SOPs formed and signed by CC would be binding on both parties till they are not revised or rescinded by CC in writing.

Both parties will have liberty to change its nominated members under intimation to the other party.

5. COMMUNICATION BETWEEN K.U AND ICC

Both parties shall maintain regular communication and exchange data and other information in such manner and frequency as mutually decided on case to case basis. All information exchanged shall be confidential in nature unless the same is in public domain or the recipient has been allowed to treat the same as non-confidential by the other party. The disclosure of the same shall be governed by the Secrecy Clause of the M.O.U. The mode of communication will include personal meetings, teleconferences, video conferences, emails, postal communications, use of electronic media, etc.

5. RIGHT OF THE OWNERSHIP/TECHNOLOGY TRANSFER AND UTILIZATION

The know-how generated from joint efforts will be the joint property of KU and ICC. It shall be the responsibility of both party jointly with equal share to take necessary action for protection of intellectual property arising out of joint efforts through proper instruments, such as, patents, copy right and publications and commercialization etc.

6. SECRECY

It is hereby agreed that the participating agencies shall keep information including but not limited to data, document, structure, formulae, know-how collected completely secret and disclosure shall be made on the terms and conditions mutually agreed upon.

7. TERMINATION

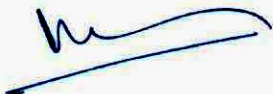
In case of any default by either party, the aggrieved party shall intimate the other party of its grievance and give the defaulting party a reasonable opportunity to make good the default, failing which, the matter will be put up for arbitration as defined below. In the event the arbitration bench fails to reach a consensus for dispute resolution, the aggrieved party will be at liberty to issue a termination notice to the other party. The notice period will be of 6 months.

It has also been understood by both the parties that in case of termination of this M.O.U, the rights and responsibilities of both the parties will continue in terms of the candidates enrolled for program till they complete their program

8. ARBITRATION

In the event of any question, dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning scope, operation or effect of this Agreement or the validity of the branch thereof shall be referred to Arbitration

A five member of Arbitration bench shall be constituted as below. The Arbitration bench shall resolve the dispute within a period of 3 (Three) months from the notification by one party to another, failing which the provision of Indian Arbitration and Conciliation Act, 1996 shall apply.



5 (Five) Members Committee:

- I. One person to be nominated by the Vice-Chancellor
- II. The Registrar, Kalyani University (Convener)
- III. One person from ICC
- IV. Head of the Department, concerned, University of Kalyani
- V. Co-coordinator, concerned.

9. GOVERNING LAW

The law of India for the time being in force shall govern this Contract.

IN WITNESS WHEREOF the parties hereto have signed, sealed and delivered this Agreement on the day, month and year first above written in presence of:

For: INDIAN CHAMBER OF COMMERCE,
KOLKATA


DD & Advisor (F & A)

Name Alok Kumar Chakrabarty

Director General - ICC

Date: 06.02.2023

Place: Kolkata - Jorhat.

For: **THE UNIVERSITY OF KALYANI:**


Name Debansu Ray

Registrar

REGISTRAR
University of Kalyani
Kalyani, Nadia-741236
West Bengal

Date: 6/2/23

Place: KALYANI