Memorandum of Understanding

Tech Mahindra

This Memorandum of Understanding (hereinafter called "MOU") is made and entered into on this 25th day of February 2022 at KOLKATA, INDIA

BY AND BETWEEN

Tech Mahindra Ltd., a company incorporated under the Companies Act, 1956 and a company within the meaning of Section 2 of the Companies Act, 2013 having its Registered Office at Gateway Building, Apollo Bunder, Mumbai-400001, India (hereinafter referred to as "TechM" which expression shall unless it be repugnant to the context or meaning thereof deemed to mean and include its successors and assigns) OF THE FIRST PART;

AND

Haldia Institute of Technology (HIT), West Bengal, having its Registered Office at ICARE Complex, HIT Campus, Haldia, Dist.-Purba Medinipur, West Bengal, Pin-721657 (hereinafter referred to as "HIT", which expression shall unless it be repugnant to the context or meaning thereof deemed to mean and include its successors and permitted assigns) OF THE SECOND PART;

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[Signature]
Secretary
Haldia Institute of Technology
সূর্য কুমার রায়  
সুতাহাটা এ.ডি.এস.আর অফিস  
লাইসেন্স নং ০২/৯২  
পূর্ব মেদিনীপুর
(TechM and "HIT" shall be collectively referred to as the "Parties" and individually as the "Party".)

1. OBJECTIVES OF THE MOU

The objectives of this MOU are:

a. To promote interaction between TechM and HIT in mutually beneficial areas of upcoming technologies like Data & Analytics, SAP, Oracle, Quality Engineering etc., and consented by both the Parties.
b. To provide a formal basis for joint collaborative work environment between TechM and HIT.
c. To become most preferred and trusted partner in the area of knowledge enrichment for mutual benefit
d. To facilitate project/internship for BE/M.Tech students based on the terms and conditions as may be separately agreed upon.
e. To collaborate, share information and technology to develop the required skills and to this intent, the parties intend to create a center of excellence to support this collaborative effort.

2. PROPOSED MODES OF COLLABORATION

The Parties shall form a Program Management Committee, which shall monitor, approve and appoint the owners for each of the activities from either side for execution and monitoring.

TechM and HIT propose the following primary activities to collaborate:

2.1 Participation in Advisory Board
   TechM representatives on HIT Advisory Board for industry inputs on course curriculum

2.2 Capability Development
   Cross skilling and up skilling graduate, postgraduate students at both TechM and HIT

2.3 Internship
   Internship for graduate/post-graduate students of HIT as per the TechM requirement. Eligibility criteria and pre-requisites TechM to provide at the time of request.

2.4 Recruitment
   Interns who have completed internship at TechM successfully, active graduate/post-graduate level students from selective branches of HIT would be enabled to come on board subject to business requirement and clearing through the natural quality gates of TechM recruitment process.

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2.5 Industry Visits

Active graduate/post-graduate level students from selective branches of HIT would visit TechM premise to understand the IT practice and work environment.

2.6 Workshops, Webinars, Seminars and Events

TechM would plan and conduct Workshops, Webinars, Seminars Competition and other events at HIT premise for graduate/post-graduate students as well as faculty members.

3. PROPOSED TIMEFRAME

While both TechM and HIT look forward for a long term relationship turning into win-win approach for both the Parties, this MOU shall be executed for an initial term of two (2) years and thereafter the Parties can renew the MOU every year on mutually agreed terms, based on the review of previous years' activities. The Strategic and Governance Board to be formed by the Parties shall identify the necessary terms of reference for such periodic review.

4. IPR

Each Party reserves and retains all right, title and interest in and to its proprietary software, products and processes. The treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration shall be the property of both parties. Neither Party shall take any action inconsistent with, or that might adversely affect, other Party's rights hereunder. Nothing contained in this MOU shall be construed as granting or conferring any rights by license or otherwise, express or implied, or otherwise for any patents, copyrights, trademarks, know-how or other proprietary rights of either Party acquired prior to or after the date of this MOU.

It is also mutually agreed between the Parties that this MOU excludes a development/creation or invention of IPR by students, faculty, and employees of either Party, who has received a grant from any university, government or any other funding organization. In other words, IPRs developed by virtue of joint work done by TechM and HIT stakeholders under this MOU shall be a "Joint Intellectual Property" of TechM and HIT.

Separate supporting information mentioning further insight into definitions and scope pertaining to IPR is provided in Annexure I.
5. CONFIDENTIALITY

a. During the period of this MOU and for a period of three years from the date of disclosure, each Party agrees to consider as confidential all information disclosed by the other Party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.

b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
   - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
   - is already known or become known to the receiving party.
   - is received from a third party having no obligations of confidentiality to the disclosing party.
   - is independently developed by the receiving party; or
   - is required to be disclosed by law or court order.

The Parties acknowledge that the confidential information is valuable and unique. In case of breach, the affected party shall be entitled to injunctive relief in addition to all other remedies available in law or equity including monetary damages.

In addition to above, the stakeholders involved during this program engagement should adhere to security policies including information security of both the Parties. Researchers and developers engaged under this MOU must comply to the information security policies.

6. NON-EXCLUSIVITY

The relationship of the Parties under this MOU shall be non-exclusive and both the Parties, including their affiliates, subsidiaries and divisions, are free to pursue other MOUs or collaborations of any kind.

7. TERMS AND TERMINATION

This MOU shall be valid for the period of two years from 25th Feb 2022 to 24th Feb 2024. This MOU may be amended or terminated earlier by mutual written agreement of the Parties at any time. Either Party shall have the right to unilaterally terminate this MOU upon 30 days prior written notice to the other Party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any research agreements executed before such termination of MOU. Neither Party shall be entitled to any compensation in the event of termination of this MOU.
### 8. GOVERNANCE AND PROGRAM MANAGING COMMITTEE (GPMC)

Following organization structure is proposed for both the Parties.

<table>
<thead>
<tr>
<th>Nature of Activity</th>
<th>Representatives from HIT</th>
<th>Representatives from TechM</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Strategic and Governance Board</strong></td>
<td>Prof. (Dr.) Subrata Mondal, Principal, Haldia Institute of Technology</td>
<td>Jagadish Mitra, Chief Strategy Officer and Head of Growth</td>
</tr>
<tr>
<td></td>
<td>Dr. Anjan Mishra, Registrar, Haldia Institute of Technology</td>
<td>Rajesh Chandiramani, Business Unit Head - Communications-Media-Entertainment Business for EMEA and APJ at Tech Mahindra</td>
</tr>
<tr>
<td><strong>Program Management Committee</strong></td>
<td>Mr. Susmit Maity, General Manager (Training &amp; Placement), Haldia Institute of Technology</td>
<td>Joy Chatterjee, Practice Head - Data &amp; Analytics (Asia-Pac &amp; MEA - Comms, M&amp;E)</td>
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<td></td>
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<td>Nirmalya Ghosh, VP &amp; Global Head (CME Solutions)</td>
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<td></td>
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<td>Shakya Datta, Vice President, Strategy &amp; Sales (Large Deals)</td>
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<td>Abhijit Pal, Consulting Partner</td>
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<td></td>
<td></td>
<td>Subhadeep Chakraborty, Head of Presales &amp; Solutioning, Global Testing Competency for Communications, Media and Entertainment</td>
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<tr>
<td>Role</td>
<td>Responsibilities</td>
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</table>
| **Strategic and Governance**<br>Board | 1. Define overall strategy and roadmap  
2. Make strategic and tactical decisions and offer direction  
3. Strategic decision for investment, patents/IPR etc.  
4. Strategic decision for amendment of MOU, if any  
5. Escalation point for program level issues  
6. TechM HIT Engagement monitoring  
7. Quarterly review/audit of program – Evaluate program, services and products, if any  
8. Appointment of new board members and sub-committee members for unplanned vacancy  
9. Ensuring availability to convene meetings at short notice to address critical path issues  
10. Escalation point for program level issues |
| **Program Management Committee** | 1. Implement strategy and governance board decisions  
2. Operating program and reporting program performance and shortcomings  
3. Create GoQ dash board on progress of individual project undertaken in the niche areas specified and agreed upon by both parties  
4. Individual level project life cycle management including resource and infrastructure planning  
5. Create, Track, Monitor and evaluate individual spawned projects under this MOU  
6. Escalation point for individual projects |

Based on research area of work, individual project teams will be formed with members from both the Parties.

9. ASSIGNMENT

It is understood by the Parties herein that this MOU is based on the professional competence and expertise of each Party and hence neither Party shall transfer or assign this MOU or rights or obligations arising hereunder, either wholly or in part, to any third party.
10. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

11. Neither Party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to reasons beyond the control of the concerned Party or without it's fault or negligence, including without limitation, strikes, riots, wars, fires, epidemics, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of God or state or any public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, of any governmental body.

12. This MOU is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

13. Nothing in this MOU shall be construed to grant either Party the right to make commitments of any kind for or on behalf of the other Party without the other Party's prior written consent. At all times contemplated herein, TechM and HIT shall remain independent contractors and each Party shall be responsible for its own employees. Each Party assumes no responsibility to the other Party for costs, expenses, risks, and liabilities arising from the efforts of the other Party.

14. Notwithstanding anything to the contrary in this MOU, any exhibit or attachment or any other document signed between the Parties regarding the subject matter of this MOU prior to this MOU, in no event shall either Party be liable to the other Party for the non-fulfillment or non-performance by either Party of its intentions laid down herein and neither Party shall be liable to the other Party for any loss of profits or revenue, or loss or inaccuracy of data or for any direct, indirect, incidental, special or consequential damages incurred by the other Party as a result of such non-fulfillment or non-performance by the first Party.

15. This MOU shall be construed in accordance with and governed by the laws of India. Any and all disputes pertaining to this MOU shall be referred to the Courts at Punewhich shall have exclusive jurisdiction over any dispute.
16. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the MOU and having equal legal validity.

BY SIGNING BELOW, the Parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day, month and year first written hereinabove.

On behalf of
Tech Mahindra Ltd.

By : Milind Pendse
Name : Milind Pendse
Title : Assistant General Counsel
Date :

Witness :

1.

2.

On behalf of
Haldia Institute of Technology

By : Mr. Asish Lahiri
Name : Mr. Asish Lahiri
Title : Secretary
Date : 25.02.2022

Witness :

1.

2.
Annexure I: IPR

Definitions

"Intellectual Property" (IPR) means all forms of intellectual property under the laws of any state or country including, but not limited to, patentable inventions, copyrightable works, mask works, designs, trademarks, service marks and trade secrets, that is first conceived or reduced to practice in the performance of the project and disclosed in writing to the Party.

"Sole Intellectual Property" means Intellectual Property invented, developed, created or discovered solely by employee/student/faculty of the Party.

"Joint Intellectual Property" means Intellectual Property invented, developed, created or discovered jointly by employees/students/faculties of the Parties or by employees/students/faculties who are obligated to assign to the Parties in performance of the project; provided that in the case of a patentable invention each such employee qualifies as an inventor pursuant to applicable patent law.

IPR covering Copyright, Patent, Trademark, Industrial Design, Database rights, Trade Secrets shall be contractually covered separately.
Memorandum of Understanding

Memorandum of Understanding

Between

Sunkonnect Pte Ltd
Solar Energy Company
1 Cleantech Loop, #02-26, Singapore

And

Multidisciplinary Research Laboratory on Renewable Energy
Department of Chemical Energy
Haldia Institute of Technology
P.O. Hatiberia, Dist- Purba Medinipur, Pin 721657
Haldia, West Bengal, India

This Memorandum of Understanding (MOU) sets for the terms and understanding between the Sunkonnect Pte Ltd., Solar energy Company, Singapore and the Department of Chemical Engineering, Haldia Institute of Technology, Haldia, West Bengal, India to solve various issues on solar energy and hydrogen energy.

Background
The benefit of multidisciplinary research which was the most cited is that it provides different approaches and perspectives on problems. The probability of reasonable solutions in the thrust areas enhances due to cross analysis by expertise of the allied discipline. The knowledge gap could minimize due to coherence of multidisciplinary experts. However the solution towards the
industrial problems would be realistic and approachable. The possibilities of getting consultancy from industries will increase without any doubt. However, when working with other researchers toward a common goal, they can critically think through their own processes and techniques and judge them against other research techniques. Multidisciplinary project team members also have access to data they usually would not collect. This additional data may spur them to adapt their techniques to include new sources of data in future research or refine their theories based on conclusions drawn from this previously unexplored data. At a broader level, with multiple researchers from several disciplines all working toward achieving the same goal, their combined output will examine the problem from every side and provide a robust answer not typically found in a stovepipe one-discipline approach. Thus, the added input from other disciplines further the conclusions derived from the research, and multiple groups are all able to converge and support a unified comprehensive solution to the problem.

**Purpose**

This MOU will help both parties to exchange expertise and knowledge to develop various models and resolve the technical issues related to solar energy exploration.

The above goals will be accomplished by undertaking the following activities:

**Reporting**

Dr. Goutam Dalapati, Raghavendra Lawaniya, Dr. Biswajit Mandal and Dr. Sunil Baran Kuila will evaluate the progress and roadmap of the future research work.

**Funding**

(Specify that this MOU is not a commitment of funds)

**Duration**

This MOU is at-will and may be modified by mutual consent of authorized officials from (list partners). This MOU shall become effective upon signature by the authorized officials from the (list partners) and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from (list partners) this MOU shall end on (end date of partnership).

**Contact Information**

**Partner name:** Department of Chemical engineering, Haldia Institute of Technology

**Partner representative:** Dr. Biswajit Mandal and Dr. Sunil Baran Kuila

**Position:** Associate Professor and Coordinator of Multidisciplinary Research Laboratory on Renewable Energy and HOD of Chemical Engg. Department

**Address:** Department of Chemical Engineering, Haldia Institute of Technology, Hatibera, Purba Medinipur, Haldia, West Bengal, India, Pin 721657

**Telephone:** 9732961156  
**Fax:** 03224252900  
**E-mail:** bmandal@ithaldia.ac.in,  
mandal.biswa@gmail.com,  
hithodeche@gmail.com
Partner name: Sunkonnect Pte Ltd., Solar energy Company, Singapore
Partner representative: Dr. Goutam Dalapati and Raghavendra Lawaniya
Position: CEO and Vice President Operations
Address: 1 Cleantech Loop, #02-26, Singapore
Telephone: +6583106430
E-mail: gdalapati@gmail.com,
raghavendra.lawaniya@sunkonnect.co
contact@sunkonnect.co

Date: 02/02/22
(Dr. Goutam Dalapati, CEO, Sunkonnect Pte Ltd, Singapore)

Date: 01-02-2022
(Raghavendra Lawaniya, Vice President Operations, Sunkonnect Pte Ltd, Singapore)

Date: 28/1/22
(Dr. Biswajit Mandal, Associate Professor, Coordinator of Multidisciplinary Research Lab on Renewable Energy, HIT, Haldia)

Date: 28/1/22
(Dr. Sunil Baran Kuila, Professor and HOD of Chemical Engg., Department,HIT, Haldia)

Date: 28/11/2022
(Dr. Asit Baran Maity, Professor and Principal Incharge., HIT, Haldia)
This Mutual Confidentiality Agreement ("Agreement") is entered into and effective as of the last date of execution below (the "Effective Date") by and between salesforce.com, inc., having its principal place of business at The Landmark @ One Market, Suite 300, San Francisco, California 94105 ("SFDC"), and the party named above.

Subject to the terms of this Agreement, the parties wish to disclose to each other Confidential Information (as defined below) related to the following "Business Purpose": evaluation of SFDC services and related discussions concerning potential business relationship.

1. Definition of Confidential Information. "Confidential Information" means all confidential information received by a party or any of its Affiliates, defined below, ("Recipient") from the other party or any of its Affiliates ("Discloser"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including but not limited to, this Agreement and any negotiations, discussions or agreements entered into pursuant to this Agreement, discoveries, inventions, ideas, research, experimental work, concepts, know-how, processes, designs, specifications, drawings, sketches, blueprints, tracings, diagrams, models, samples, data, algorithms, computer programs, software source documents, financial information, business plans, sales plans, marketing plans, products, services, procurement requirements, customer information, pricing and any other proprietary or confidential technical, financial or commercial information. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control" (as used in the preceding sentence) means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

Confidential Information does not include information that: (i) is at the time of disclosure, or later becomes, part of the public domain through no fault of Recipient; (ii) is received by the Recipient from a third party without any obligation of confidentiality owed to the Discloser by the third party; or (iii) is already known to Recipient or at any time thereafter is developed independently by Recipient. If, regarding information under (ii), Recipient becomes aware at any time that the source was not entitled to disclose the information, then such information shall be deemed Confidential Information from that time forward.

2. Non-Use and Non-Disclosure Obligations. Recipient shall not, in any way, use or disclose any Confidential Information of Discloser except as necessary in connection with the Business Purpose or with Discloser's prior written consent. Recipient shall not reverse engineer, disassemble or decompile any software or tangible objects embodying any Confidential Information of Discloser. Recipient shall not disclose or otherwise make available any Confidential Information of Discloser to anyone except those of its employees, agents and consultants who need to know the Confidential Information in connection with the Business Purpose and who have previously agreed to be bound by confidentiality obligations no less stringent than those in this Agreement. Each party shall safeguard all Confidential Information of the other party with at least the same degree of care (but no less than reasonable care) as it uses to safeguard its own Confidential Information of like kind. Neither party shall disclose any information to the other party in violation of any confidentiality obligations to, or proprietary rights of, any third party. Recipient's obligations under this Agreement with respect to any Confidential Information shall remain in effect (a) in the case of Confidential Information which constitutes a trade secret within the meaning of applicable law, for as long as such Confidential Information remains a trade secret, or (b) for five (5) years from the date it first received such Confidential Information hereunder.

3. Compelled Disclosure. If Recipient is compelled by law to disclose Confidential Information of the Discloser, it shall provide the Discloser with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Discloser's cost, if the Discloser wishes to contest the disclosure. Recipient shall use commercially reasonable efforts to limit any such disclosure, to the extent required and to obtain confidentiality protections to the extent reasonably practicable.

4. Ownership of Confidential Information and Other Materials. As between Discloser and Recipient, Discloser shall be the sole and exclusive owner of all of its Confidential Information and no license or other rights to the Confidential Information are granted or implied hereby. All tangible materials furnished to one party by the other shall remain the property of the party furnishing such materials and shall be returned to that party promptly upon its reasonable request, together with any copies thereof.

5. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

6. Term and Termination. The term of this Agreement shall commence on the Effective Date and continue until this Agreement is terminated as provided in this Section. Either party may terminate this Agreement upon five (5) days' written notice of such Agreement #apts_agreement_ff_agreement_number"
termination to the other party. Notwithstanding the foregoing, all rights of a Recipient to use or disclose Confidential Information of Discloser shall automatically terminate upon any merger, stock acquisition, or corporate reorganization of Recipient, or sale of all or substantially all of Recipient’s assets, where the surviving or controlling entity after the transaction is a direct competitor of the Discloser. Upon any termination of this Agreement and at the Discloser’s written request, Recipient shall return to Discloser or destroy (at the option of Discloser) all tangible materials embodying Confidential Information of Discloser disclosed to Recipient pursuant to this Agreement. Recipient’s obligations under Section 2 shall survive any termination for the period described in that Section.


7.1 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

7.2 Severability. Should any provision of this Agreement be held by a court to be unenforceable, such provision shall be modified by the court and interpreted so as to best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect.

7.3 Assignment. Neither party shall assign or transfer, by operation of law or otherwise, any rights or obligations under this Agreement without the prior written consent of the other party, except in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets not involving a direct competitor of the other party.

7.4 Governing Law and Venue. This Agreement shall be governed exclusively by the internal laws of the State of California, without regard to its conflict of laws provisions. The state and federal courts located in San Francisco, California shall have exclusive jurisdiction to adjudicate any dispute relating to this Agreement. Each party consents to the jurisdiction of those courts.

7.5 Injunctive Relief. The parties acknowledge that a breach of any of the provisions contained in this Agreement may result in irreparable and continuing harm for which there will be no adequate remedy at law and that the non-breaching party shall be entitled to seek injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

7.6 Export Control Laws. Each party shall comply with all United States and foreign export control laws or regulations applicable to its performance under this Agreement.

7.7 Entire Agreement and Construction. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. This Agreement does not supersede or amend any existing agreement between the parties for the purchase or use of either party’s products or services.

7.8 Counterparts. This Agreement may be executed in counterparts which, taken together, shall form one legal instrument.

Acknowledged and Agreed:

SALESFORCE.COM

By:

Print Name: Lou Dora

Title: VP, Finance Operations

Date: 8/14/2018

CUSTOMER

By:

Print Name: Dr. Anjan Mishra

Title: Registrar

Institute of Technology

Authority Level: ADMINISTRATION

Date: Feb-23-2022

Agreement #«apts_agreement_ff_agreement_number»
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MoU") entered into on this 06 day of January, 2021 by and between:

National Highways Authority of India (NHAI) which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns, of the First party;

AND

The Haldia Institute of Technology (HIT) which the expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns of the Second Party.

WHEREAS,

Both Haldia Institute of Technology (HIT) and National Highways Authority of India (NHAI) are desirous of working together with mutual cooperation for dissemination of respective expertise in civil/highway engineering field through the road infrastructure development.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. INTENT:

National Highways Authority of India (NHAI) intends to associate the Haldia Institute of Technology (HIT) who shall voluntarily contribute its share of experience for betterment of the highway infrastructure.

Director
Haldia Institute of Technology

R. P. SINGH
CGM (T) / RO
NHAI, Kolkata
2. SCOPE OF THE MoU
The primary scope of MOU inter alia includes the following:

(i) NHAI shall facilitate the faculty, researchers and students of the Institute to familiarize with the latest trends in the highway/transportation sector with a common objective of sharing the knowledge in their respective domain. This will, in one hand, facilitate to bridge the industry-institution gap and familiarize students with the latest trends in industry and on the other hand the research output could be suitably adopted in practice by NHAI.

(ii) The Institute shall adopt nearby stretches of NHi as specified in the Appendix-1 as a voluntary initiative under ambit of Institutional Social Responsibility (ISR). The list of stretches may be modified by deletion/addition by mutual consent of NHAI and the Technical Institute.

(iii) The adopted stretch may be used as a field of study for faculty, researchers and students.

(iv) NHAI shall offer internship for maximum 20 numbers of undergraduate and 20 numbers postgraduate students of the Institute periodically and also extend stipend.

(v) NHAI shall pay stipend @ Rs. 8000/- (Rupees Eight thousand only) per month for undergraduate students and @ Rs.15000 (Rupees Fifteenth thousand only) per month to Postgraduate students. All other arrangements including stay shall be responsibility of the Institute. However, depending upon availability, NHAI may extend transportation facility to the interns within the project jurisdiction.

(vi) As part of stakeholder’s consultation in preparation of DPR/Feasibility, the feedback of the associates not be bound to accept this recommendation.

(vii) NHAI may support creation of Lab infrastructure in the institute and can sponsor relevant research project that helps in using alternative resource material and improving quality of roads on case to case basis.

(viii) The interns may use the Lab infrastructure of the Contractor or of their Institute as per availability on as required basis without any extra payment.

(ix) Intellectual property, if any, developed the entire process will be shared equally by NHAI and Haldia Institute of Technology.

3. Roles and Responsibilities:
The scope of this MOU shall be carried out in a collaborative mode between NHAI and Haldia Institute of Technology. The Roles & Responsibilities of NHAI and the Haldia Institute of Technology in performing the defined objective shall be as follows:

Director
Haldia Institute of Technology

R. P. SINGH
CGM (T) / RO
NHAI, Kolkata
NHAI

a. NHAI shall provide the list of National Highway stretches for adopting by Haldia Institute of Technology;
b. NHAI shall facilitate availability of relevant data required with specific reference to the above stretches through its field office/consultant/concessionaire/contractor engaged in the project;
c. NHAI will nominate an officer as a point of contact for all correspondence in carrying out the defined objective;
d. NHAI shall facilitate the faculty, researchers and students of the Institute to give access to the site of the identified stretch being adopted by Haldia Institute of Technology, relevant documents for the purpose of activities to be carried by these intellectuals of Haldia Institute of Technology;
e. NHAI through its field office/Consultant/Concessionaire/Contractor engaged in the project, as per reasonable requirement, will disseminate and familiarize the latest trends and know how in highway/transportation sector in general and the identified project in specific to the authorized faculty, researchers and students of Haldia Institute of Technology;
f. NHAI may suitably adopt the research output and feedback received from Haldia Institute of Technology in practice for qualitative improvement as deemed fit at appropriate stage of implementation.
g. NHAI may support creation of Lab infrastructure in the Institute and can sponsor relevant research project that helps in using alternative resource material and improving quality of roads.
h. The NH stretch adopted can be co-branded with Haldia Institute of Technology by NHAI

Haldia Institute of Technology

a. Haldia Institute of Technology shall adopt stretch(es) of NHs as specified in the Appendix-1 as a voluntary initiative.
b. Haldia Institute of Technology through its authorized faculty, researchers and students will carry out periodic investigation and give suitable suggestions for improving the efficiency of existing highway asset inter alia covering the following aspects:

(i) Improvements in safety provision by removing existing deficiencies;
(ii) Improvements in continual maintenance of the stretch using new technologies;
(iii) Localized solutions for removal of congestion points thereby increasing the average speed of traffic flow;
(iv) Improvements in the riding comfort through cost effective measures based on innovative technologies on practices applicable in the area;
(v) Viability of new way side amenities for road user based on the existing traffic pattern and user expectations;
(vi) Potential solutions to old recurring problems based on local experience etc.

Director
Haldia Institute of Technology

R. P. SINGH
CGM (T) / RO
NHAI, Kolkata
c. Haldia Institute of Technology may also associate with the Consultants/NHAI during conceptualization, design and project preparation of new projects and suggest the relevant parameters and innovations based on experience specific to the site climate, topography and resource potential for better socio-economic outcome.

d. Haldia Institute of Technology will nominate a coordinator as a point of contact for all correspondence in carrying out the defined objective as well as inform, from time to time.

4. EFFECTIVE DATE AND PERIOD OF MoU

This MoU shall come into effect for all its intents and purposes from the immediate effect and shall remain valid for a period of 5 years from the date of signing unless terminated earlier by mutual consent by either party by giving 60 days' notice in writing to the other party.

For Haldia Institute of Technology

Director
Haldia Institute of Technology

Registrar
Haldia Institute of Technology

Witness:

For NHAI

R. P. SINGH
CGM (T) / RO
NHAI, Kolkata

Witness:

Project Director
National Highways Authority of India

Witness:

Witness:

Witness:
The Institute shall adopt the following stretch(es) of NHs as a voluntary initiative under the ambit of Institutional Social Responsibility (ISR).

<table>
<thead>
<tr>
<th>S.No</th>
<th>Details of the stretch (From Chainage to Chainage)</th>
<th>NH No</th>
<th>Length (Km)</th>
<th>Stage of implementation (completed/under construction/under maintenance/project preparation)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>&quot;Four Laning of Km 0.00 to Km 52.080 of Kolaghat –Haldia section of NH-41 in the State of West Bengal&quot;</td>
<td>NH-41</td>
<td>52.080</td>
<td>Under maintenance</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Construction of ROB cum flyover Km 52.080 to Km 53.472 at Ranichak, Haldia Dock Complex, Howrah in the state of West Bengal</td>
<td>NH-41</td>
<td>1.392</td>
<td>Under maintenance</td>
<td></td>
</tr>
</tbody>
</table>

Above list of stretches may be modified by deletion/addition by mutual consent of NHAI and the Technical Institute.

R. P. SINGH
CGM (T) / RO
NHAI, Kolkata
Memorandum of Understanding

This Memorandum of Understanding ("MOU") is between Infosys Ltd, a company incorporated under the laws of India with its registered office at Electronics City, Hosur Road, Bangalore – 560 100, India (hereafter referred to as "Infosys"); and Haldia Institute of Technology, a university / engineering college committed to educational excellence having its office P.O. Hatiberia, Halda - 721 657 (hereafter referred to as "Partner").

RECITALS:

A. WHEREAS Partner has been established for the purpose of enriching the technical education process and to jointly work for enhancing the quality of education imparted to students of all the engineering disciplines in the field of Information Technology (IT).

B. AND WHEREAS Infosys wishes to collaborate with the Partner for the purpose of enriching the technical education in new subject areas, learning-teaching process and to jointly work for enhancing the quality of education imparted to students of all the Information Technology ("IT") disciplines.

C. AND WHEREAS Partner with assistance from Infosys has goals for enhancing the quality of the technical education for students thereby enabling them to meet the industry needs and to be recognized globally.

NOW THEREFORE THE PARTIES HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. This MOU is for collaboration between both parties, for mutual benefit, to enhance the quality of the educational experience of students of the Partner and for the specific purposes detailed in Annexure I of this MOU

2. Intentionally Omitted

3. The Partner shall be responsible for providing the requisite infrastructure, network and internet access and any other facility required for the education and training.

4. It is agreed that the terms and conditions of any agreed cooperative project (s) as outlined in Annexure I of this MOU shall be the subject matter of separate definitive agreements to
be negotiated and agreed upon by the Parties and/or any third parties, wherever applicable, provided always the decision whether to initiate and/or implement any proposed cooperative projects shall be subject to the availability of funds and human resources on the part of each Party.

5. The parties, their representatives, and/or assignees, following the execution of this MOU, desire to maintain close contacts with each other to achieve the goals and objectives of, and to develop the ideas acknowledged in this MOU.

6. Both parties hereby agree to designate a representative from its side who will be the primary point of contact on behalf of that party.

7. Any expenses incurred by the parties for the purpose of this MOU shall be agreed upon and shall be borne as per the mutual agreement.

8. Notwithstanding any other provision of this MOU, neither party shall have any right to use any trademarks or trade name of the other party, nor to refer to this MOU or the obligations performed hereunder directly or indirectly, in connection with any product, promotion, or publication without the prior written approval of the other party.

9. All information which has been disclosed to or obtained by either party at any time during the implementation of this MOU, is confidential information. For this purpose, the parties agree to sign the binding non-disclosure agreement in Annexure II.

10. The terms and conditions mentioned herein shall commence on the execution of this MOU and shall continue for a period of two (2) years from the date thereof or for such period as may be determined or extended by the parties from time to time by written notice, unless terminated by either party in accordance with this MOU. Either party may terminate this MOU at any time by providing three (3) months written notice to the other party.

11. Any notice required to be given hereunder shall be in writing and shall be deemed to be sufficiently served on the party if sent by hand or by registered post to the addresses of the party as stated in this MOU. Notices shall be deemed received:

(i) If sent by registered mail, three (3) days after posting;
(ii) If by hand, on the day of delivery; and
(iii) If sent by telex or facsimile to the correct number or designated address within seventy-two (72) working hours.
12. Both parties agree to take all reasonable steps to ensure the successful completion of the collaboration and co-operate with each other in duly carrying out the obligation agreed upon.

13. The expiration and termination of this MOU will not affect the terms of those activities, which are in progress at the time of notification of expiry or termination of the MOU.

14. On the termination or expiry of this MOU or when requested by Infosys, the Partner undertakes to return all materials to Infosys without any delay.

15. Except as otherwise expressly agreed to by Partner in writing, during the period of their involvement with the provision of the MOU and a further period of one (1) year thereafter, Partner agrees not to directly or indirectly or through third parties solicit or hire for employment any of Infosys's current or previous employees.

16. Both the parties agree that Infosys is not obliged on account of this MOU to recruit any fixed number of students from the Partner.

17. This MOU is an indication of good faith and intent on the part of both parties and does not create any legal obligations between them. In the event of any differences or disputes arising from the implementation of the provisions of this MOU, the parties shall as far as possible settle such differences or disputes in good faith by consultation or negotiation between the parties.

18. Indemnity:
Partner agrees to defend, indemnify, and hold harmless Infosys, its affiliates, directors, officers, employees, representatives, and agents from and against any and all claims, actions, demands, legal proceedings, liabilities, damages, losses, judgments, authorized settlements, costs or expenses, including without limitation reasonable attorneys' fees, arising out of or in connection with any alleged or actual:

a. any negligence, willful misconduct, fraud, misrepresentation, and or violation by Partner of any governmental laws, rules, ordinances, or regulations;
b. breach of confidentiality and/or data privacy obligations under this MOU, by Partner;

19. Except for claims arising due to any gross negligence, willful misconduct, fraud, misrepresentation by Infosys, Infosys shall not be liable to the Partner for any direct
damages, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) arising out of or in connection with this MOU.

20. In no event shall either Party be liable for any indirect, special, incidental, consequential, punitive, tort or other damages, however caused, including, without limitation, any damages resulting from loss of use, loss of data, loss of profits or loss of business arising out of or in connection with this MOU, or of any other obligations relating to this MOU, whether or not the Party has been advised of the possibility of such damages.

21. Save and except for Clause 6, Clause 7 and Clause 8, this MOU is not a legally binding contract and under no circumstances does this MOU subject either of the parties to liability for breach, whether material or minor, of contract or any other liability under international law or the laws of the country of the respective parties or any other applicable law.

22. The parties hereby agree that they are not bound exclusively by this MOU and are at liberty to enter into any separate agreements or arrangements with any third party without reference to the other party.

23. This MOU, and any dispute arising from the relationship between the parties to this MOU, shall be governed by laws of India and courts in Bangalore, excluding any laws that direct the application of another jurisdiction’s laws.

In written whereof both parties put their hard seal on the day, month and year herein mentioned.

Date: 11 Jan 2022

Place: Bangalore

Name: Sundar K S
Designation: Associate Vice President & Head, Campus Connect Education, Training & Assessment Dept., Infosys Ltd.

Signature: 
Authorized Signatory
For Infosys

Seal:

Date: 09.12.2021

Place: Haldia

Name: Dr. Anjan Mishra
Designation: Registrar
Institute: Haldia Institute of Technology

Signature: 
Authorized Signatory
For Partner

Seal: Haldia Institute of Technology

Registrar

Knowledge City, ICARE Complex, HIT Campus, PO: HIT, Haldia, Dist.-Purba Medinipur, West Bengal, Pin-721 657, INDIA
EPABX: [03224] 252900/253061/255615/255616/255617, Direct. : 252850/255655/252800, Fax : 03224-253062
E-mail: admin@hithaldia.in / admin@hithaldia.ac.in, Website: www.hithaldia.in
ANNEXURE I

PURPOSE / SCOPE OF THE COLLABORATION:

Infosys shall facilitate and share inputs with University / College for imparting technical and soft skills / professional skill training to the students. The scope and contents of courses / training programs will be decided by Infosys. The details shown in Annexure I are only indicative guidelines, and Infosys may change the following at short notice at its discretion.

Student / Education

1. Publish Infosys courseware on the digital platform and provide access
2. Offer Infosys certifications
3. Technical seminar/webinar for students on niche technology areas
4. Provide SME to deliver sessions in conferences at the national/ international level in the college / Seminars/ Contests based on availability
5. Increase employability by providing technical and soft skills training
   a. Foundation program course(Covering Programming and Database fundamentals)
   b. Make available Online content Digital basics on niche technology areas and soft/professional skills
   c. Student webinars/workshops/events aimed at preparation to Infosys certifications subject to demand and availability of Infosys SME
6. Visit to Infosys Development Centres based on availability and guidelines prescribed by the respective development centers of Infosys.

Faculty

1. Sharing of Industry oriented-courseware
   a. Foundation program course(Covering Programming and Database fundamentals)
   b. Make available Online content Digital basics on niche technology areas and soft skills
2. Faculty Enablement Programs
   a. Foundation program course(Covering Programming and Database fundamentals)
   b. Elective subjects/trending IT areas
3. Provide SME sessions for selected niche technology areas subject to demand and availability of SME from Infosys

University / College

1. Infosys electives/microcredit courses for educational institutions will be provided by Infosys wherever applicable. The list will be updated as per latest technology trends and needs of colleges.
Note: Colleges can choose from among the provided elective/microcredit course areas
2. Strengthen relationship with Universities / Colleges through collaborative meetings and events
3. Work with education bodies / universities to induct the industry relevant curriculum into the college curriculum through BOS or academic council meeting.

Metrics for MoU Renewal:
Note: Weightages are attached to each of the activities.

<table>
<thead>
<tr>
<th>SI No</th>
<th>Item</th>
<th>Minimum Number / Volume (in two years)</th>
<th>Weightage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Infosys certification / completion of courses on Infosys digital platform</td>
<td>Active learning with considerable learning time by students and faculty members on the Infosys digital platform</td>
<td>30</td>
</tr>
<tr>
<td>2</td>
<td>Infosys suggested Industry Elective / microcredit / professional skills programs</td>
<td>Students and faculty to adopt the mentioned courses/certifications and clear them</td>
<td>30</td>
</tr>
<tr>
<td>3</td>
<td>Faculty Enablement Program (FEP) / Industry Visits / Seminars / Webinars / Student Workshops / SPOC meetings</td>
<td>Active participation in events conducted by Infosys</td>
<td>20</td>
</tr>
<tr>
<td>4</td>
<td>Consumption of Digital content on Infosys digital platform</td>
<td>Active consumption of content by learners of educational institutions</td>
<td>20</td>
</tr>
</tbody>
</table>

MOU Renewal Criteria:
The actual weightage for a college would be decided by Infosys team based on the participation of the colleges in the given activities. Institutes should achieve a minimum of 65% to qualify for renewal of the RMOU.
ANNEXURE II

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Nondisclosure Agreement ("Agreement") is formed between Haldia Institute of Technology ("Recipient/Vendor") and Infosys Limited ("Discloser") to share Confidential Information for the purpose of assessing information and documents shared by Infosys for enhancing quality of the educational experience of students ("Purpose")

AGREEMENT

1. Infosys shall be a Discloser of Confidential Information under this Agreement.

2. Confidential Information means information of Infosys that is not generally known to the public, identified with either a restrictive legend, or where the circumstances surrounding disclosure indicate the information is confidential. Confidential Information includes information relating to financing strategies, organizational strategies, trade secret information, financial information, pricing policies, operational methods, marketing information and other business affairs of Discloser relating to the Business. Oral, visual or written communication made to each other shall be considered to be Confidential.

3. The Recipient may disclose Confidential Information only to (1) its employees, agents, subcontractors; (2) entities controlled by, under common control or controlling it; (3) those having a need to know the Confidential Information for the Purpose or otherwise for the benefit of the Discloser and (4) those who have an obligation not to further disclose the Confidential Information.

4. The term of this Agreement shall be co-terminus with MOU. The obligations stated in this Agreement shall survive for perpetuity post termination or expiration of this Agreement. Upon the request of the Discloser all records, any compositions, articles, documents and other items which contain, disclose and/or embody any Confidential Information (including, without limitation, all copies, reproductions, summaries and notes of the contents thereof), regardless of the person causing the same to be in such form, shall be returned to Discloser or destroyed by the Recipient, and the Recipient will certify that the provisions of this paragraph have been complied with.
5. The Recipient will use at least the same care, but no less than reasonable care, to avoid disclosure of the Discloser’s Confidential Information as it uses with its own Confidential Information and will use the Discloser’s Information only for the purpose for which it was disclosed.

6. This Agreement will not apply to any information that (i) is or becomes publicly available without breach of this Agreement; (ii) is known by the Recipient without any confidentiality obligation, (iii) is rightfully received from a third party who did not acquire such information by a wrongful or tortuous act; is (iv) is independently developed by the Recipient or (vi) is authorized by the Discloser for release.

7. If a governmental entity or legal authority requires the Recipient to disclose Confidential Information, the Recipient will give the Discloser prompt written notice sufficient to allow the Discloser to seek a protective order. The Recipient will also use reasonable efforts to obtain confidential treatment for any such Confidential Information.

8. No rights are granted to use the Confidential Information except for the express limited rights stated in this Agreement. The Confidential Information remains the exclusive property of the Discloser.

9. This Agreement shall be governed by the laws of India, and both parties further consent to jurisdiction by the courts in Bangalore, India.

10. Discloser may terminate this Agreement by providing thirty (30) days written notice to the Recipient. Any terms of this Agreement, which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assigns.

11. The parties will comply with all applicable export and import laws and regulations to the extent they apply to the Confidential Information.

12. The receipt of Confidential Information under this Agreement will not limit the Recipient from providing or developing products or services which may be competitive with products or services of the Discloser or assigning responsibilities to its employees, agents or subcontractors.

This Agreement is the entire agreement regarding the use and disclosure of Confidential Information, and replaces any prior oral or written communications between us regarding these disclosures. By signing below, each party agrees to the terms of this Agreement. This Agreement may only be altered or modified by written instrument duly executed by both parties. Once signed, any reproduction of this Agreement made by reliable means (for example, photocopy facsimile or digital image) is considered an original.
The undersigned represent that they are duly authorized representatives of the parties and have full authority to bind the parties. This Agreement will be effective as of the Effective Date listed below.

**EFFECTIVE DATE: 09 Dec 2021**

**Vendor:** Haldia Institute of Technology

**Signature:**

**Name:** Dr. Anjan Mishra

**Title:** Registrar

**Date:** 09.12.2021

**Infosys Limited**

**Signature:**

**Name:** Associate Vice President

**Title:** Head Campus Connect Education Training & Assessment

**Date:** 01-01-2022

**Address:** 44, Electronic City, Hosur Road, Bangalore - 560 100, India

**Signatures:**

**Registrar**: Haldia Institute of Technology

**Sunder**: Infosys Limited
Memorandum of Association

The Bengal Chamber of Commerce and Industry (BCC&I), tracing its origin to 1833 is the oldest and one of the most prestigious trade bodies in India, holding a unique position by virtue of its close association with all the major industries in Eastern India.

Haldia Institute of Technology (An Institute of ICARE, Haldia, Approved by AICTE, Affiliated to WBUT) began its journey in the year 1996. It is the first private and accredited academic institution catering technical education in West Bengal. The Institute is situated at Haldia – an industrial hub in Eastern India. Since inception, haldia Institute of technology is dedicated to the objective of creating highly trained professional manpower in various disciplines of Engineering, Technology and Social Science.

The Bengal Chamber of Commerce & Industry, hereafter referred to as FIRST PARTY would like, through the present MOA, to have a strategic partnership with Haldia Institute of Technology hereafter referred to as SECOND PARTY for availing each other’s services, whereby both the parties will help each other as detailed below in the scope of work.

Scope of Work

- FIRST PARTY will send an Industry delegation comprising of 6-7 members to college of SECOND PARTY for interaction with the students. The delegation will comprise of a mix of HR Leaders and Technical Leaders.

- FIRST PARTY will assist SECOND PARTY in designing and contacting industry for workshops which will be planned by SECOND PARTY in consultation with FIRST PARTY.

- FIRST PARTY will invite SECOND PARTY for all HR related initiatives which will be conducted during this period to give more industry exposure to the SECOND PARTY.

- The current MOA will be applicable from July 2019 to June 2020 as pilot project. Terms covered in this document shall be revisited after the completion of pilot phase (June 2020) by both parties.
On Behalf of Haldia Institute of Technology

[Signature]

Mr Sayantan Seth
Vice Chairman
Haldia Institute of Technology

On Behalf of The Bengal Chamber of Commerce and Industry

[Signature]

Mr Somesh Dasgupta
Chairperson
People Management Committee
The Bengal Chamber of Commerce and Industry
MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

DEPARTMENT OF FOOD TECHNOLOGY,
HALDIA INSTITUTE OF TECHNOLOGY

&

COTECNA INSPECTION INDIA PVT. LTD.

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
AND RELATED SERVICES
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on the the 11TH DAY OF – OCTOBER-- Two Thousand and Eighteen (11-10-2018), by and between

HALDIA INSTITUTE OF TECHNOLOGY, ICARE COMPLEX, HALDIA, PURBA MEDINIPUR, WEST BENGAL, INDIA, PIN – 721657, the First Party represented herein by [Signature]

Haldia Institute of Technology (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

COTECNA INSPECTIONS INDIA PRIVATE LIMITED, 3rd Floor, 1 Lee ROAD, KOLKATA, WEST BENGAL- 700020, the Second Party, and represented herein by Mr. Subrata Saha, Business Head, Certification & Training Services, (hereinafter referred to as 'Second Party', company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

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

WHEREAS:

A) First Party is an Engineering Institution named:

HALDIA INSTITUTE OF TECHNOLOGY

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 and Research.

D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

E) COTECNA INSPECTION INDIA PVT. LTD., the Second Party is engaged in the field of testing, inspection certification, training services and related fields.

F) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO 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 developing suitable teaching / training systems, keeping in mind the needs of the industry, the SecondParty.

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 in to 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 Training and Development: Both Parties have agreed to carry out the joint training activities in the fields of food safety certification and training (FoSTaC and FSMS primarily) and allied Food processing industry oriented specialized training programmes.

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.

2.6 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers 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 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 Programmes on the terms specified herein

2.9 There is no financial commitment on the part of the HALDIA INSTITUTE OF TECHNOLOGY, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3
VALIDITY

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period COTECNA INSPECTION INDIA 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 Training Partner or COTECNA INSPECTION INDIA 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.

3.2 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 4
RELATIONSHIP BETWEEN THE PARTIES

4.1 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.
4.2 Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration And Conciliation Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Haldia.

AGREED:

For Haldia Institute of Technology

Authorized Signatory

11/10/2018

For Cotecn inspection India Pvt. Ltd.

Authorized Signatory

<table>
<thead>
<tr>
<th>Haldia Institute of Technology</th>
<th>Cotecn inspection India Pvt. Ltd.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICARE Complex, Haldia, PurbaMedinipur, West Bengal, India, Pin – 721657</td>
<td>3rd Floor, 1 Lee Road, Kolkata, West Bengal -700020</td>
</tr>
<tr>
<td>Contact Details</td>
<td>Contact Details</td>
</tr>
<tr>
<td>E-mails</td>
<td>E-mails</td>
</tr>
<tr>
<td>Web</td>
<td>Web</td>
</tr>
</tbody>
</table>

Witness1:

Prof. M. N. Bandyopadhyay
Director, Haldia Institute of Technology

Witness2:

Dr. Anjan Mishra,
Registrar, Haldia Institute of Technology

Witness3:

Shri Gourab Chatterjee
Assistant Professor and Head, Department of Food Technology, Haldia Institute of Technology

Witness4:

Dr. Sumita Das
Associate Professor, Department of Food Technology, Haldia Institute of Technology
MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

HALDIA INSTITUTE OF TECHNOLOGY

AND

N. D. INTERNATIONAL

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 25th day of August, 2021, by and between.

Haldia Institute of Technology, an Autonomous Institution, duly approved by All India Council for Technical Education (AICTE) and affiliated to (University) Maulana Abul Kalam Azad University of Technology (MAKAUT), West Bengal, having its permanent campus at ICARE Complex, HIT Campus, Haldia, Dist- Purba Medinipur, Pin-721657, West Bengal, the First Party represented herein by its Registrar, Dr. Anjan Mishra;

AND

N. D. INTERNATIONAL, having its registered office/ factory at 107 B, Block-F, New Alipore, Kolkata – 700 053, the Second party, and represented herein by its Partner, Mr. Debasis De.

WHEREAS:

A) First Party is a Higher Educational Institution named: Haldia Institute of Technology,

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, Placement, Industrial Visit, Expert Lecture.

D) N. D. International, - the Second Party is engaged in testing of commodities, certification, inspection, Skill Development, Outcome based training and related services.

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 co-operation.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.

1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

CLAUSE 2  SCOPE OF THE MoU

2.1 Industrial Training & Visits: Industry and Institution interaction will provide 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. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.

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

2.3 Placement of trained students: second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.

2.4 There is no financial commitment on the part of Haldia Institute of Technology, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.

2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.
CLAUSE 3

VALIDITY

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

CLAUSE 4

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.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the date of signing.

For (Institute)

Haldia Institute of Technology

Dr. Anjan Mishra
Registrar
(Authorized Signatory)
(Seal)
(FIRST PARTY)
Registrar

Haldia Institute of Technology

Witnesses:

1. 

Authorized Signatory

(N.D. INTERNATIONAL)

Authorized Signatory

(SECOND PARTY)

Witnesses:

1. Sanjoy Karmakar

2. Amrita Singh
Memorandum of Understanding

Haldia Institute of Technology, West Bengal &
EDUSPARK International Private Limited

Contact Partners
1.1. EDUSPARK International Private Limited
    Correspondence Address: 501, Interface 11, 5th floor, Off Link Road, Malad (West),
    Mumbai – 400 064
1.2. Haldia Institute of Technology
    ICARE Complex, Hatiberia, Haldia, West Bengal – 721 657

Principal Agreement
Haldia Institute of Technology and EDUSPARK International Private Limited, sign the
following bilateral agreement to establish a tie up for training of students.

The purpose of this Memorandum of Understanding is to set out the basic consensus about
respective roles and responsibilities of the Parties in working cooperatively to develop and carry
out collaborative activities in furtherance of the common interest of the institution and the
organization, by:

- Training of students who are pursuing undergraduate and postgraduate degrees in Haldia
  Institute of Technology.
- Helping in Placement of students
- Joint Collaborative Project.
- Developing Academia-Industry Cell to develop a center of Excellence at Haldia
- Exchange of invitations to industry experts and scholars for lectures, talks and sharing of
  experience

CIN: U80300MH2005PTC153690
Registered Office: Motilal Nagar 1, Srirang Sabde Marg, Off Link Road, Goregaon (West), Mumbai 400 104.
Tel. no: +91-22 3957 7070 Fax: +91-22 3957 7123
- Promote and joint research activities and publications
- Exchange of information on professional experience in fields of interest to both the institution and the organization
- Exchange of invitations to scholars to participate in conference and symposium
- Collaboration for Skill Development programs
- Setting Up of Centre Of Excellence.

Termination of the Agreement

This agreement can only be terminated by one of the partner
- From one of the partners immediately if the assessment of the pilot phase is not satisfactory.
- From one of the partners within 12 months.
- From one of the partners immediately, if there is a breach of agreement.
- From one of the partner immediately, if there is a disbelief of the legal status.
- In case of insolvency, liquidation or other annulment immediately.

Valid format of termination is only the written format.

This agreement between the Haldia Institute of Technology and EDUSPARK International Private Limited, is effective by the signature of the representative of the both the institution and the organization. It will be valid as a partnership agreement as long as there is no other notice from one of the parties.

For Haldia Institute of Technology
Dr. M. N. Bandyopadhyay
Director
Haldia Institute of Management
Haldia

EDUSPARK International Private Limited
Souvik Sarkar
Vice President
Eduspark International Private Ltd
Mumbai

CIN: U80300MH2005PTC153690
Registered Office: Motilal Nagar 1, Sirrang Sabde Marg, Off Link Road, Goregaon (West), Mumbai 400 104.
Tel. no: +91-22 3957 7070 Fax: +91-22 3957 7123
MEMORANDUM OF UNDERSTANDING

between
HALDIA INSTITUTE OF TECHNOLOGY and MEDILABZ

For Development of Product related to Medical, Biomedical & Food Technology

Application by Haldia Institute of Technology

This MOU has been made and signed into this 25th day of October, 2021, between Haldia Institute of Technology, represented by the Secretary and having its registered office at ICARE Complex, HIT Campus, P.O. HIT, Haldia, Purba Medinipur, Pin 721657 (hereinafter referred to as "The First Party" which expression shall, unless repugnant to the context or meaning thereof, include its successor in interest and permitted assigns) of the One part.

AND

MEDILABZ represented by Mr. SHEKHAR RAY [Proprietor] Aadhar No: 9AHDPR2584A1ZD and having its registered office at MEDILABZ, 36 ASHOKE GARH, KOLKATA-108, (hereinafter referred to as "The Second Party" which expression shall, unless repugnant to the context or meaning thereof, include its successor in interest and permitted assigns) of the other part.
1.0 PREAMBLE

1.1 Whereas the First Party, being a technical Institute is equipped with laboratory and other facilities including competent faculties and students and is capable of functioning as an incubator for designing and development of different products.

1.2 And whereas, the Second Party is in the business developing and marketing different products.

1.3 And whereas both the parties in recognition of their respective needs and capabilities agreed to work for the development of Products required for Medical, Biomedical, Food technology & other Applications and some of the products are related to as follows—
   a. Food Loss prevention technology for Farmers & Growers.
   b. Muffle & Atmospheric furnace.
   c. Photo stability chamber.
   d. Electric cast saw with and without Vacuum facility.
   e. Bath & Probe sonication system.
   f. MRI chiller.

NOW, THEREFORE, BOTH THE PARTIES AGREE TO ENTER INTO AN MOU UNDER THE FOLLOWING TERMS AND CONDITIONS:

2.0 RESPONSIBILITIES OF THE PARTIES TO THE MOU

2.1. The First Party shall:
   (i) Provide ready-to-use dedicated space for development of the products.

   (ii) Provide access to basic infrastructural facilities, office facilities and laboratory facilities, machinery facilities like metal sheet bending, folding, welding, different types of electrical/electronic components assembling & etc, for development of the products.

   (iii) Identify the persons and assign the work of development of the products and testing the same either in house or nearby other institutes/ organization/ Farms to validate the products specification, feature, benefits in respect to its efficacy in commercial terms only.

   (iv) Make all reasonable efforts to complete the products within the time frame to be decided upon through joint discussion between the parties.

   (iv) Ensure that the students, faculties, professors or any other person of the First Party involved/assigned or related to the product
devolvement in any manner do not pass on or share the product development technology in any form like verbal, written or any other form to any third party/ organization/ institution etc.

(v) Ensure that the students, faculties, professors or any other person of the First Party involved/ assigned or related with product devolvement do not sell the products so developed or its technology directly or indirectly.

(vi) Shall finalize the design (Using AutoCAD 2D or 3D / Solid work/ Creo or other related software) in totality.

(vii) Develop the prototype after completion of the design as per ASME/ CE/ ISO or other guidelines and undertake its testing / calibration either in house or through reputed Govt. laboratories.

(viii) Handover all the knowhow like details of design/components/ software/ IQ/ OQ/PQ along with all other necessary documents/files to the Second party after achieving the target specification of the product and if needed it will further modify, revamp, and upgrade the product from time to time.

(ix) Impart all necessary training related to the products to the second party and its employees.

(vi) Take all the necessary actions to get the license/ Certificate from the Govt or Private labs (For CE, US FDA, ISO, BIS & ETC). If needed detail presentation of developed products has to be presented to related state or central govt authority for speedy approval and actual market implementation.

2.2 The Second Party shall:

(i) Shall undertake to bear the entire cost of the materials and the components that will be required for developing the Products.

(ii) Shall provide the details of all the technical parameters, development inputs, etc in respect of the products to be developed. Final specification of every product to be developed will be decided after carrying out complete technical discussion by the parties that may be done offline or online.

(iii) Shall provide the hardware for the design and development of the Products. They may also depute external experts.
3.0 Rights of the Parties.

(i) If the product is patentable then the patent will be in the name of both the Parties and the names of the students, teachers, external experts (Appointed by Second Group) working on this product shall be included as inventors.

(ii) The students working on the Project will be given a certificate by the SECOND PARTY, which they can show in their CV for future job placements as an industrial activity.

(iii) Marketing and manufacturing right of the patented product will be controlled by second party only forever.

4. VALIDITY & TERMINATION

4.1 This Memorandum of Understanding shall be valid for a period of THREE YEARS, commencing from 25.10.2021, subject to either party shall have the right to terminate the Memorandum of Understanding by providing THIRTY days of time to the other party which shall be communicated in the form of an advance written notice.

5.0 ARBITRATION

5.1 Without prejudice to the provisions hereof, in the event of any dispute, difference, conflict or question arising between the Parties hereto relating to or concerning or arising out of this MOU, both parties shall first endeavour to resolve the same amicably through mutual interactions failing which the same shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 (As Amended from time to time).

6.0 JURISDICTION

6.1 This Agreement shall be subject to exclusive jurisdiction of Kolkata Court.

7.0 NOTICE

7.1 The address of the Parties for all Communication are as mentioned below:-

- First Party: Haldia Institute of Technology

FOR, MEDILABZ

Secretary
Haldia Institute of Technology
ICARE Complex, HIT Campus, P.O. HIT, Haldia, Purba Medinipur, Pin 721657
• Second Party: MEDILABZ
  36 ASHOKE GARH, KOLKATA-108

IN WITNESS WHEREOF, the representative of the parties to this MOU being duly authorized have hereunto set their hands and have executed those present this.

For MEDILABZ

(Mr. Shekhar Ray)
36 Ashoke Garh, Kolkata -700108.

For Haldia Institute of Technology

(Asish Lahiri)
Secretary
Haldia Institute of Technology

Witness:

1) Arulaththa Chetan
Associate Prof. EIE
& Incharge IIIEC
Haldia Institute of Technology
Haldia.

2) A.U. Dutta
OSD, ICARB
MEMORANDUM OF UNDERSTANDING
(MoU)

BETWEEN

DEPARTMENT OF FOOD TECHNOLOGY,
HALDIA INSTITUTE OF TECHNOLOGY

&

IFICI RESEARCH & ANALYSIS CENTRE (FRAC),
DELHI

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAINING, AND RELATED SERVICES
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 25th day of May – Two Thousand and Eighteen (25-05-2018), by and between:

HALDIA INSTITUTE OF TECHNOLOGY, Situated at ICARE COMPLEX, HALDIA, PURBA MEDINIPUR, WEST BENGAL, INDIA, PIN – 721657, THE FIRST PARTY, represented herein by Sri Asish Lahiri, Secretary, Haldia Institute of Technology (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

FICCI Research & Analysis Centre (FRAC), Situated at Plot No. 2A, Sector - 8, Dwarka, New Delhi - 110077, INDIA, THE SECOND PARTY, represented herein by Mr. Anand Gulati, Manager, Business Development and Training and Development, FICCI Research & Analysis Centre (FRAC), hereinafter referred as 'Second Party', company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

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

WHEREAS:

A) First Party is an Engineering Institution named:

HALDIA INSTITUTE OF TECHNOLOGY

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

Page 2 of 8
within area of Skill Based Training, Education and Research.

D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

E) FICCI Research & Analysis Centre (FRAC), the Second Party engaged in the field of testing, inspection certification, training services and related fields in food and beverages.

F) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO 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 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 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 for the hands-on training of the learners enrolled with the First Party.

2.4 Training and Development: Second party have agreed to carry out the training/internship activities for students and faculties of First Party in the fields of food analysis including advanced instrumental, bio-chemical and microbiological techniques applicable to food samples.

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.

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

2.7 **Faculty Development Programs**: Second Party to train the Faculties of First Party for imparting training as per the academic/industrial requirement considering the National/regulatory 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 Programmes on the terms specified herein.

2.9 There is no financial commitment on the part of the **HALDIA INSTITUTE OF TECHNOLOGY**, the First Party to take up any student’s training mentioned in the MoU. If there is any financial consideration for Faculty Development Programme and New course proposal, it will be dealt separately.

**CLAUSE 3**

**VALIDITY**

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period FICCI Research & Analysis Centre (FRAC), the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Training Partner or FICCI Research & Analysis Centre (FRAC), the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.

3.2 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 4**

**RELATIONSHIP BETWEEN THE PARTIES**

4.1 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.

4.2 Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration and Conciliation Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Haldia.

CLAUSE 5
CONFIDENTIAL INFORMATION

5.1. The first party agrees that it will not disclose any Confidential Information received from the second party to any Third Party(ies) under any circumstances. In the event that any Disclosure of Confidential Information is required by law, legal process or any order of any Court or government authority, the first party must obtain the prior written consent of the second party. Provided further, the first party will disclose only that portion of the Confidential Information which is required to be disclosed.

5.2. The first Party, including its Personnel, shall use the Confidential Information only for the training purpose and shall not nor permit any third party to have access to such information, nor make copies of such information in any form or media. Use of the Confidential Information for any purpose other than the trainings shall constitute misappropriation of the same.

5.3. All Confidential Information shall remain the property of the second Party notwithstanding the Disclosure hereunder. The first Party acknowledges
the second Party's exclusive right, title and interest in and to all the Confidential Information and agrees not to do or cause to be done, any acts contesting, impairing, or tending to impair any position of such right, title and interest.

**AGREED:**

For **HALDIA INSTITUTE OF TECHNOLOGY**

---

Authorized Signatory  
(Sri Asish Lahiri)

---

For **FICCI Research & Analysis Centre (FRAC)**

---

Authorized Signatory  
(Mr. Anand Gulati)

<table>
<thead>
<tr>
<th>Haldia Institute of Technology</th>
<th>FICCI Research &amp; Analysis Centre (FRAC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICARE Complex, Haldia, Purba Medinipur, West Bengal, India, Pin – 721657</td>
<td>Plot No. 2A, Sector - 8, Dwarka, New Delhi – 110077</td>
</tr>
<tr>
<td>Contact Details:</td>
<td>Contact Details: 7042492163</td>
</tr>
<tr>
<td>E-mails:</td>
<td>E-mails: <a href="mailto:anand@fraclabs.org">anand@fraclabs.org</a></td>
</tr>
<tr>
<td>Web: <a href="http://www.hithaldia.in">www.hithaldia.in</a></td>
<td>Web: <a href="http://www.fraclabs.org">www.fraclabs.org</a></td>
</tr>
</tbody>
</table>

Witness 1:  
Prof. M. N. Bandyopadhyay  
Director, Haldia Institute of Technology

Witness 2:  
Mr. Shammi Mehta  
Marketing Manager  
FICCI Research & Analysis Centre

Witness 3:  
Shri Gourab Chatterjee

Witness 4:  
Mr. Prakash Jaiswal
Assistant Professor and Head,  
Department of Food Technology  
Haldia Institute of Technology

Witness 5:  
Dr. Anjan Mishra,  
Registrar, Haldia Institute of Technology

Office Executive  
Marketing  
FICCI Research & Analysis Centre

Witness 6:  
Dr. Sumita Das  
Associate Professor,  
Department of Food Technology  
Haldia Institute of Technology
MEMORANDUM OF UNDERSTANDING
(MoU)

BETWEEN

DEPARTMENT OF FOOD TECHNOLOGY,
HALDIA INSTITUTE OF TECHNOLOGY

&

KEVENTER AGRO LIMITED
KOLKATA

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAINING,
AND RELATED SERVICES
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 17th DAY OF – SEPTEMBER– TWO THOUSAND AND SEVENTEEN (17-09-2017), by and between:

HALDIA INSTITUTE OF TECHNOLOGY,
ICARE COMPLEX, HALDIA, PURBA MEDINIPUR, WEST BENGAL, INDIA, PIN – 721657, THE FIRST PARTY, represented herein by Sri Asish Lahiri, Secretary, Haldia Institute of Technology (hereinafter referred as ‘First Party’, the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

KEVENTER AGRO LIMITED: CENTRE FOR SKILLING AND TECHNICAL SUPPORT (CSTS),
Subhas Nagar, Barasat, P.O. Nilgunj Bazar, North 24 Parganas, Kolkata 700121. West Bengal, India, represented herein by Sri. Pathikrit Naha, VP - Manufacturing, Keventer Agro Limited (hereinafter referred as ‘Second Party’, the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

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

WHEREAS:

A) First Party is an Engineering Institution named:

HALDIA INSTITUTE OF TECHNOLOGY

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 and Research.

D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
(E) Second Party is an Engineering Institution named:
KEVENTER AGRO LIMITED, engaged in the field of processing and manufacturing of carbonated and non-carbonated beverages including packaged drinking water, manufacturing of milk and milk products, and extruded products.

(F) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

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 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 in to 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 Training and Development: Second party have agreed to carry out the training/internship activities for students and faculties of First Party in the fields of Food Processing including Quality Management tools (Quality Control, Quality Assurance and Microbiological Testing), Operation management, Production Management applicable to food samples.

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.

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

2.7 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the academic/industrial requirement considering the National/regulatory 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 Programmes on the terms specified herein

2.9 There is no financial commitment on the part of the HALDIA INSTITUTE OF TECHNOLOGY, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3

VALIDITY

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, KEVENTER AGRO LIMITED, the Second Party, as the case may be, will take effective steps for implementation
of this MOU. Any act on the part of Training Partner or KEVENTER AGRO LIMITED, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.

3.2 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 4
RELATIONSHIP BETWEEN THE PARTIES

4.1 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.

4.2 Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration and Conciliation Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Haldia.
AGREED:

For HALDIA INSTITUTE OF TECHNOLOGY

Sri Asish Lahiri  
(Authorized Signatory)  
Secretary  
Haldia Institute of Technology

For KEVENTER AGRO LIMITED

Sri Pathikrit Naha  
(Authorized Signatory)  
Vice President (Manufacturing)  
KEVENTER AGRO LTD.

<table>
<thead>
<tr>
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<th>Keventer Agro Limited: Centre for Skilling and Technical Support (CSTS)</th>
</tr>
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<tbody>
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<td>Subhas Nagar, Barasat, P.O. Nilgunj Bazar, North 24 Parganas, Kolkata 700121, West Bengal, India</td>
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</tbody>
</table>

Contact Details | Contact Details
E-mails: | E-mails:
Web: www.hithaldia.in | Web: www.keventer.com

Witness 1:
Prof. M. N. Bandyopadhyay  
Director, Haldia Institute of Technology  
Haldia Institute of Technology

Witness 2:
Dr. Anjan Mishra, Registrar,  
Haldia Institute of Technology  
Haldia Institute of Technology

Witness 3:
Shri Gourab Chatterjee  
Assistant Professor and Head, Department of Food Technology  
Haldia Institute of Technology

Witness 4:
Dr. Sumita Das  
Associate Professor, Department of Food Technology  
Haldia Institute of Technology
MEMORANDUM OF UNDERSTANDING

Between

MALFONIC NETWORK COMMUNICATION PVT. LTD.

(FIRST PARTY)

And

HALDIA INSTITUTE OF TECHNOLOGY

(SECOND PARTY)

This Memorandum of Understanding (MOU) is entered between MALFONIC NETWORK COMMUNICATION PVT. LTD., a Company registered under Company's Act 2013 having its registered office at 847/5, Sarat Chatterjee Road, Belapole, Howrah - 711104, West Bengal and represented by its undersigned herein after referred to as FIRST PARTY in one part;

And HALDIA INSTITUTE OF TECHNOLOGY, a College/University having it's campus at H.I.T Campus, Hatiberia, PO-HIT, Dist: Midnapore(E) - 721657, West Bengal and represented by its undersigned herein after referred to as SECOND PARTY in other part;

Whereas, MALFONIC NETWORK COMMUNICATION PVT. LTD. and HALDIA INSTITUTE OF TECHNOLOGY shall be hereinafter jointly referred to as the "Parties" and singularly as a "Party".

Principal

Haldia Institute of Technology
PURPOSE:
The Parties has decided to agree to establish industry-academic collaboration in areas of mutual interest and in accordance with terms and conditions set forth in this Memorandum of Understanding (MOU), FIRST PARTY and HALDIA INSTITUTE OF TECHNOLOGY agree on following activities:

1. FIRST PARTY may participate in campus placements program and will offer job facilities to the interested candidates of SECOND PARTY, from Technical Course of specified Streams, after completion of 3rd Year. The number of candidates, who can be considered for the Employment, would get the offer letter in written version after mutually decided between both the Parties herein.

2. FIRST PARTY will arrange one month training program before employment, so that selected candidates will get practical exposure and learning from interaction with project members of FIRST PARTY.

3. FIRST PARTY will offer summer internship to interested candidates from 2nd semester to 6th semester on the end of each semester for a fixed period which will be organized after mutually decided between both the Parties herein.

4. The above said campus placement program as mentioned in Clause 1 will be arranged by the SECOND PARTY at the will of the FIRST PARTY and provide interested candidates when required.

5. FIRST PARTY may select the interested candidates of the SECOND PARTY directly without any prior campus placement program also. In that case SECOND PARTY will be informed in written version of such direct employment.

6. FIRST PARTY may terminate the employment of any selected candidate any time after the selection process till joining/after joining, if reasonable cause found.

TERM AND EXTENSION:
This Agreement will be effective from the day of its signing by both Parties. It will be valid throughout Lifetime until and unless anyone of the Parties want to break by showing any valuable reason. The Parties agree that no person is excluded from participation under the terms of this Agreement on the grounds of race, color, national origin, sex, creed, or other ground protected by and in accordance with applicable law.

ASSIGNABILITY:
The respective Rights and Obligations of the Parties under this Agreement shall not be assignable.

GOVERNING LAW:
This Agreement shall be governed by, and constructed in accordance with, the Law of the State of West Bengal. Any dispute between the parties concerning this Agreement shall be brought in the Courts of West Bengal.

MODIFICATION:
This Agreement constitutes the entire understanding of the Parties with respect to the Relationship and may be modified only by a written agreement signed by each Party.

FOR, FIRST PARTY

[Signature with Seal]
Name: RAHUL PATEL CHAUDHURY
Designation: DIRECTOR
Phone No.: 8820012294
Date: 11-06-2016
Place: KOLKATA

FOR, SECOND PARTY

[Signature with Seal]
Name: PROF (Dr) Prithwiraj Purkait
Designation: Principal
Phone No.: 03224-252900
Date: 09/06/2016
Place: Haldia Institute of Technology
MEMORANDUM OF AGREEMENT BETWEEN THE TATA STEEL LTD. AND HALDIA INSTITUTE OF TECHNOLOGY, HALDIA

This Agreement is made on the fourteenth day of June in the year 2017 at Haldia.

BETWEEN

Tata Steel Ltd., an existing Public Limited Company within the meaning of the Companies Act, 1956, having its Registered Office at Bombay House, 24, Modi Street, Fort, Mumbai – 400001 and Works at Jamshedpur in the district of Singhbhum (East), Jharkhand State, hereinafter referred to as 'Tata Steel' (which expression shall wherever the context so permits include its successor and assigns) of the ONE PART.

AND

HALDIA INSTITUTE OF TECHNOLOGY, HALDIA hereinafter referred to as HIT, Haldia, an institution affiliated to Maulana Abdul Kalam Azad University of Technology [formerly known as WBUT] and approved by AICTE, New Delhi, and accredited by NAAC (National Assessment and Accreditation Council) with “A” Grade excellent has emerged as one of the leading technical institute offering B.Tech, M.Tech, MCA & MBA Programmes.

WHEREAS

(1) Tata Steel is Asia’s first and India’s largest integrated private sector Steel Company. Established more than a hundred years ago in 1907 its plant is located at Jamshedpur. The plant at Jamshedpur has the capacity to produce 9.7 million tonnes of mainly hot and cold rolled flat products and long products.

(2) Haldia Institute of Technology is a promising institution of technical education and research in the area of Civil
Engineering, Computer Science and Engineering, Electrical Engineering, Electronics & Communication Engineering, Mechanical Engineering, Applied Electronics & Instrumentation Engineering, Instrumentation & Control Engineering, Biotechnology, Food Technology, Production Engineering, Chemical Engineering, Information Technology and is engaged in imparting four years courses of Bachelor of Technology in the aforesaid disciplines. Additionally, the Institute is offering two years M.Tech programmes in Mechanical Engineering, Computer Science & Engineering, Electronics & Communication Engineering, Chemical Engineering & Biotechnology and three years courses in the discipline of Master of Computer Application and two year courses in Master of Business Administration.

(3) With a view to enhance the academic qualification and develop the skills and capabilities of its employees, HMC Division, Tata Steel has approached HIT, Haldia to conduct specifically designed 3 years certificate course in Mechanical, Electrical and Chemical Engineering for its employees at HIT situated at Haldia as per the syllabus jointly approved by Tata Steel and HIT, Haldia and to award certificate to the participants on the successful completion of the course.

(4) HIT, Haldia has agreed to conduct such 3 years certificate course in Mechanical, Electrical and Chemical Engineering equivalent to the course curriculum of diploma engineering at its premises as per the following terms and conditions agreed between Tata Steel and HIT, Haldia and comply with all duly approved provisions of the management.

(5) This agreement shall be effective primarily for three years and shall be jointly reviewed thereafter for consideration of further renewal on the basis of need of Tata Steel Ltd.

NOW THEREFORE IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. SCOPE

1.1 HIT, Haldia an established and reputed institute in the field of engineering education hereby agrees to conduct such specifically designed 3 years certificate courses in Mechanical, Electrical and Chemical Engineering at its premises for the employees of Tata Steel.

1.2 The total intake of students each year shall be a maximum of 30 candidates per discipline and a minimum of 15.

1.3 The regulations of HIT will be applicable for this programme.

1.4 HIT, Haldia shall provide all the necessary inputs and infrastructure for the above courses including academic
facilities like libraries, computer centre, laboratories and workshops.

1.5 The programme shall be completed within three years from the date of commencement of the programme. The monsoon semester shall be from July to December and the Spring semester from January to June. The programme for the first batch under the renewed contract, however, is scheduled to begin in July, 2017.

1.6 Tata Steel will invite applications through internal advertisement from its interested employees for the above stated programmes meeting eligible criteria. HIT, Haldia will conduct an written admission test for the eligible candidates in its premises. HIT, Haldia will also conduct the final interview (representative of Tata Steel will also be in the interview board) for the candidates who will be qualified in the written test.

1.7 Successful candidates in the final interview shall be allowed for the admission for the programme.

1.8 The course structure shall be as approved jointly by Tata Steel and HIT, Haldia and the same shall be liable to be modified and updated from time to time jointly by Tata Steel and HIT, Haldia.

1.9 At the end of each semester examinations/tests shall be conducted as per the regulation of HIT, Haldia. The date of commencement of the examination shall be announced well in advance and the schedule of examination shall be announced at least two weeks in advance.

1.10 HIT, Haldia shall provide the course completion certificate by the end of June after sixth semester.

2. MANAGEMENT COMMITTEE

2.1 Both the parties agree to constitute a Management Committee with representatives from Tata Steel and HIT, Haldia to decide on matters relating to the conduct of certificate course including but not limited to the level of training, fee structure, qualifying level for admission of the employees of Tata Steel, and any other matter of importance.

2.2 The Management Committee shall keep Tata Steel and HIT, Haldia informed on all important matters and developments related to the certificate courses at the Institute.

2.3 The Management Committee shall consist of the following:

1. Chairman To be nominated by Tata Steel
2. Co-Chairman To be nominated by HIT, Haldia
3. Members 3 Members to be nominated by Tata Steel and 3 Members by HIT, Haldia
4. Co-ordinators 1 to be nominated each by Tata Steel and HIT, Haldia
2.4 The Coordinators shall interact with each other and act as link between Tata Steel and HIT, Haldia. In case any matter requires urgent decisions, and especially if the Management Committee meeting cannot be held at short notice, the coordinators shall obtain approval of Tata Steel and communicate the same to Management Committee.

2.5 The Management Committee shall meet at least once in every six months to review the progress, policies and plans for the programme and to discuss any relevant matter. Corrective action if necessary shall be taken by the Management Committee accordingly.

2.7. The quorum for the meeting shall be minimum 4 (four) members of which at least one each shall be from Tata Steel and HIT, Haldia.

3. OBBLIGATIONS OF HIT, HALDIA

HIT, Haldia shall have the following obligations in imparting the certificate course.

3.1 Provide and maintain the equipment, machine tools, furniture and other requirements as per the standard specifications, approved by Management Committee.

3.2 Provide qualified, trained and experienced faculty for conducting the Programme.

3.3 Conduct the courses on a continuous basis every year.

3.4 Conduct and monitor the training programmes, carry out the evaluation and examination of the trainees and their performance and award Certificates of completion.

3.5 Give appropriate instructions to students to procure the essential students training kit and accessories at the beginning of each semester.

3.6 To bear and pay all other costs and operating expenses related to the certificate courses, save and except the fees that shall be paid by Tata Steel as prescribed hereinafter under the clause of its obligations.

3.7 Take due care of all safety and security of the students while they are undergoing the course inside the Institute premises.

3.8 Approach the concerned authority for appropriate recognition for the course if required.

3.9 To comply with all the applicable laws while imparting the certificate course.

4. OBBLIGATIONS OF TATA STEEL.

4.1 Sponsor sufficient numbers of candidates as stated in clause 1.2 above.

4.2 Pay the course fee as stated in clause 6.1.

4.3 Ensure release of the candidates to attend the classes as per schedule.

[Signature]
Principal
Haldia Institute of Technology
5. SELECTION OF CANDIDATES

5.1 Tata Steel will send the list of eligible candidates for written test.

5.2 The test will be conducted at HIT, Haldia under the supervision of HIT, Haldia through the question papers set by HIT, Haldia.

5.3 List of candidates for interview in each of the three disciplines will be released on the basis of number of candidates appeared in the written test with respect to minimum and maximum no. as mentioned in section 1.2.

5.4 HIT, Haldia will share the complete merit list of interview with Tata Steel for deciding on the list of releasable candidates from various departments without hampering normal operations in the plant. Decision on the final admission list will be taken by Tata Steel on the basis of the merit order.

6. FEE STRUCTURE

6.1 The charges payable for batch and batches thereafter shall be as under, unless jointly changed after a review and notified:

Tuition Fee for the entire course of six semesters for a minimum 15 students and a maximum of 30 students | per discipline per student per year - Rs 25000/- (Rupees ) only.

The fees and other charges are required to be paid in 3 installments to HIT, Haldia.

1st Installment – Rs 25000/- per student only at the start of the course.
2nd Installment – Rs 25000/- only per student at the start of the second year.
3rd Installment – Rs 25000/- per student only at the start of the third year.

6.2 In no event, Tata Steel shall be liable to pay any sum over and above what is stated in clause 6.1 of this agreement.

Note: The new law of taxation framed by the Govt. of India in this budget will be applicable from the date of GST, the tax will be borne by the 1st Party i.e TATA STEEL.

7. DISCIPLINARY MATTERS

7.1 In all disciplinary matters, while undergoing the course, the sponsored students shall abide by the rules and regulations of HIT, Haldia as applicable to its other students and shall be guided by the same.

7.2 Notwithstanding clause 7.1 above, in all matters pertaining to breach of discipline amounting to misconduct within the...
meaning of company’s Certified Standing Orders as applicable to the sponsored student, Tata Steel may take action accordingly.

8. VALIDITY

The agreement shall be valid for a period of 3 (Three) years. In case the agreement is not renewed after three years for any reason whatsoever it will continue to remain operative until full completion of the ongoing batches. The renewal agreement shall be signed three months before the expiry of the existing agreement and the same shall come into force immediately on expiry of the said agreement.

9. TERMINATION

9.1 Either party shall however, have the option of termination this Agreement by serving sufficient notice of 30 days against any sufficient and justified reasons to be recorded in writing and by a notice stating the reasons thereof to the other party expressing his or their intention to terminate the same on the expiration of the annual sessions of the training period from the date of such notice.

9.2 The HIT, Haldia shall, however, ensure that on such termination of the agreement the career of the students and their rights to appear at the examinations conducted by the HIT, Haldia is not adversely affected and the students who are already admitted in the Institute, in the meantime, shall continue with the course and appear at all the tests/examination conducted and recognized by the HIT, Haldia and such expenses of the education shall be borne by Tata Steel.

9.3 On expiry of this Agreement the parties shall have the option of entering into another Agreement on fresh terms and conditions as may be agreed to between them.

10. AMENDMENTS

10.1 In case HIT, Haldia proposes to start any new activity under this programme, the same shall be undertaken only after formal approval by the Management Committee.

10.2 Any further changes/amendments to the terms and conditions of this agreement shall be done in writing by mutual agreement between HIT, Haldia and Tata Steel.

11. MISCELLANEOUS

11.1 Waiver: No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior.
concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party.

11.2 Severability: If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

11.3 Supersession: Except as otherwise agreed between the Parties, this Agreement constitutes the entire agreement between the Parties as to its subject matter and supersedes any previous understanding or agreement on such subject matter.

11.4 Jurisdiction: The Courts at Haldia shall have exclusive jurisdiction to determine any matter arising out of or in connection with this Agreement.

11.5 No Partnership: Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party.

This Agreement has been signed in two copies both of which are original documents.

Signed on behalf of
M/s Tata Steel Ltd.

Prakash Singh  
Principal
Chief Capability Development  

Prakhar Mishra  
Chief Coke Plants  

S K Seth  
General Manager-HMC  

Deepta Verma  
Chief HRM Profit Centres  

(Subrata Ghosh)  
Head HRM-HMC

Signed on behalf of
HIT, Haldia

Prof.(Dr.) Asit Kumar Saha  
Principal  

Dr Anjan Mishra  
Registrar – HIT, Haldia

Prof. (Dr.) Tarun Kanti Jana  
Dean, School of Engineering  

Debadutta Ghosh  
In-charge, Corporate Relations  

Sudipta Basu  
Finance Manager