



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

32AA 925696

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MOU) is made on this 10th day of APRIL 2024 at Kolkata, West Bengal.

BETWEEN

BRAINWARE UNIVERSITY having its campus at 398-Ramkrishnapur Road, P.S. Barasat, Kolkata – 700125, hereinafter referred to as the “UNIVERSITY”, represented by **Ms. Mahua Pal** as the Registrar (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-office, administrators, executors, legal representatives and permitted assigns) of the **FIRST PART**.

AND


Registrar
Brainware University
Barasat, Kolkata- 700125



FULL MOON FOUNDATION

President / Secretary

1520

11 MAR 2024

S.L. No. Date
Name..... Brimstone Chikung
Address..... Bommet
Value..... 200

Govt. Stamp Vender
SUBHOJIT DEB
Sonarpur A.D.S.R.O., Kol-150

Registrar
Brimstone University
Batala, Jammu - 180015

Full Moon Foundation, Reg No. IV-051300109/2021, having its head office at Ichapur Nawabganj, North Barrackpur, West Bengal 743144, represented by **Shreyoshi Dey** as Founder, (which expression shall, where the context so admits, be deemed to include its successors, executors and administrators and assigns) of the **SECOND PART**.

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

AND

- a) **WHEREAS** the **FIRST PARTY** is an UGC recognized State Private University in the State of West Bengal under the Brainware University Act, 2015' passed by the West Bengal State Legislative Assembly, and published in Kolkata Gazette, Extraordinary on January 27, 2016. The provisions of the Brainware University Act, 2015, have come into effect from February 25, 2016, vide Notification No. 165-Edn (U)/IU - 125/2014 on February 24, 2016 of the Govt. of West Bengal in the Department of Higher Education.
- b) **AND WHEREAS** the campus of First Party is adorned with a variety of facilities, viz. State-of-the-art labs, well-stocked library, Wi-Fi, Career Development Center, Seminar Halls, Modern Auditorium with 450 +, Technology enabled smart classrooms, Girls' and Boys' separate Hostels with premium facilities.
- c) **AND WHEREAS** the First Party follows the modern well-knit programme and curriculum designed by the eminent scholars and academicians as per demand and requirement of the industries and the business world and it believes in continuous upgrading and revision with latest advancements in the relevant field.
- d) **AND WHEREAS** the First Party with qualified and experienced faculty members offers specialized UG, PG and PhD Degree Programs and Diploma Programs in Engineering, Biotechnology, Management, Commerce, Law, Pharmacy, Allied Health Sciences, Nursing, Computational Science, Mathematics, Media Science and English.
- e) **AND WHEREAS** the First Party provides practical approach and knowledge in the real life situation by inducting the students in the renowned institutions that are working in the real life situation to experience the problems likely to be faced and to acquaint them scientifically with such problem solving skills.
- f) Full Moon Foundation is a Charitable organization (NGO) in Kolkata, West Bengal, India. Worked on Child Dream & Education, Child Health & Nutrition, Skill Development, Women Health & Empowerment.
- g) Full Moon Foundation (NGO) dreams of a world where all children are Free, Safe, Healthy & Receive good Quality Education and have the opportunity to realize their



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Brainware University
Barasat, Kolkata- 700125



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potential with missions of Child Dream & Education, Child Health & Nutrition, Skill Development and Women Health & Empowerment.

- h) **AND WHEREAS** both the Parties, being legal entities in themselves desire to sign this MOU for advancing and exchanging their mutual interests and experience in the relevant field for betterment of the students to do justice to their program of studies.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL CONSENT SET FORTH IN THIS MOU, THE PARTIES HEREIN 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.
- 1.2 The Parties shall keep each other informed of potential opportunities and structuring changes in the schedule as and when required and shall share all information that may be relevant to secure additional opportunities for one another.
- 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 and 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. 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 AND OBJECT

- 2.1 **Skill Training in the Form of Workshops or Seminars:** The Second Party will provide students of the First Party with skill training through workshops and seminars focused on social work. These hands-on experiences will foster personal and professional growth among the students. By engaging with diverse groups within the community, students will gain valuable insights into societal needs and dynamics, thereby enhancing their understanding of social issues.
- 2.2 **Student Internship:** The Second Party will offer internship opportunities to students from the First Party. Participating students will receive hands-on experience in social work and will be awarded internship experience certificates upon completion of their training, recognizing their contributions to the community.


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- 2.3 **Social Outreach Activities:** The Second Party, in collaboration with the First Party, will organize social outreach activities. These activities will involve participation from both students and faculty members of the First Party, promoting community engagement and social responsibility.
- 2.4 **Collaboration in CSR Projects:** The First Party and the Second Party will collaborate on various Corporate Social Responsibility (CSR) projects aimed at uplifting society. Through joint efforts, both parties will contribute to addressing pressing social issues and making a positive impact on the community.
- 2.5 **Exchange Programs and Research Initiatives:** The MOU also aims to facilitate exchange programs and research initiatives between the First Party and the Second Party. These programs will promote knowledge exchange, capacity building, and collaborative research efforts in areas of mutual interest.
- 2.6 **Monitoring and Evaluation:** Both parties will establish mechanisms for monitoring and evaluating the effectiveness of the activities outlined in this MOU. Regular assessments will be conducted to ensure that the objectives are being met and to identify areas for improvement.

CLAUSE 3: TENURE

DURATION:

- 3.1. This Agreement shall remain valid and binding upon both the parties for a period of 5 years effective from the date on which it is executed. That the instant MOU may be renewed by mutual consent of both the parties.
- 3.2. If any of the parties herein mutually decides to terminate the MOU prematurely, however, it shall be the responsibility of both First Party and Second Party to see that the students already studying (at the time of expiry of the agreement) shall continue and complete the practical training/internship as per provisions of this agreement and for this purpose, the agreement shall be operative up to that time only, unless otherwise agreed between the parties herein as per extant provision.

TERMINATION:

- 3.3. The parties herein shall be entitled to terminate this agreement by mutual consent in writing by serving at least two months prior notice to the other party herein subject to completion of training of the prevailing trainee students, in discharge of their respective obligations, if any.


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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 any arrangements/agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's name, credit or to extend credit on behalf of the other Party.
- 4.2 Nothing contained in this MOU shall, by express right, grant, implication, estoppels or otherwise, create in either Party any right, title, interest or license in or to the intellectual property (including inventions, patents, copy rights, trademark, trade secrets, industrial property and designs) of the other Party.
- 4.3 Any violation and/or infringement of the intellectual property rights envisaged hereinabove, caused by either Parties herein shall be subjected to commission of offences under the provisions of Indian Penal Code and/or any special statute and/or any other law both civil and criminal, being in force, having exclusive jurisdiction of Courts of Kolkata only.
- 4.4 There is no financial commitment on the part of the Parties herein, to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 5: DISPUTE RESOLUTION BETWEEN PARTIES

Any divergence or difference or dispute derived/arrived from the interpretation or application of the instant understanding, it shall be resolved by invoking the provisions of arbitration between the parties herein as per the Arbitration and Conciliation Act, 1996 (as amended till date). The place of arbitration shall be within the jurisdiction of the Hon'ble High Court, Calcutta. In case, any dispute has arisen, the name of the Learned Arbitrator shall be nominated by the First Party herein only. This undertaking is to be construed in accordance with Indian Law having exclusive jurisdiction of the Courts of **Kolkata** only.


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CLAUSE 6: REVIEW AND AMENDMENTS

This Memorandum may be amended or revised if both parties agree during the aforementioned tenure, as and when required. Such amendments or revision shall be effective immediately from the date of execution. Amendments may be decided at any time and shall be made in writing upon mutual consent of the parties.

IN WITNESSETH HEREOF the parties hereto have signed these presents on the date, month and year first written herein above.

For Brainware University

 10/10/24

Authorized Signatory

(Ms. Mahua Pal)

Registrar

Address: 398, Ramkrishnapur Road,
Barasat, North 24 Parganas, Kolkata –
700125

Contact Details: 033-69010550

Email: registrar@brainwareuniversity.ac.in

Web: www.brainwareuniversity.ac.in

For Full Moon Foundation (Trust)



Authorized Signatory

(Ms. Shreyoshi Dey)

Founder

Address: Ichapur Nawabganj, North
Barrackpur, West Bengal 743144

Contact Details: 8017410266

Email: hello@fullmoonfoundation.org.in

Web: https://fullmoonfoundation.org.in/

Stamp / Seal:

**Registrar
Brainware University
Barasat, Kolkata- 700125**

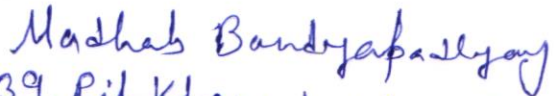
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FULL MOON FOUNDATION

In the presence of:

President / Secretary

Witnesses-

1. 
39, Pil Khana Lane, Burdwan.
Pin → 713101.
2. 
A.C. Nath Street,
Ichapur Nawabganj
North 24 pgs. W.B.
Pin - 743144