

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Anudip Foundation for Social Welfare

AND

Jharkhand University of Technology

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the day of 01st September 2024 under IBM Project between **Anudip Foundation for Social Welfare** is a non-profit organization registered under the Companies Act, 2013 having its office at Mira Towers, 8th & 9th Floor, Plot No 27, Block DN, Sector V, Salt Lake City, PS : Bidhan Nagar(East), Kolkata – 700091 [hereinafter referred to as “the First Party”, which expression shall include its representatives, successors and permitted assigns] represented herein by its CEO, Ms. Monisha Banerjee of the FIRST PART.

and

Jharkhand University of Technology (JUT), Ranchi has been established by the Jharkhand University of Technology, ACT, 2011 (Jharkhand ACT 18, 2015), published vide gazette No.- 815 date 08/12/2015. JUT is located at Science and Technology campus, Sirkhatoli, Namkum, Ranchi, Jharkhand- 834010. The whole of Jharkhand shall be the territorial jurisdiction under the JUT, Ranchi. JUT is intended to promote the creation of a center of excellence in education and research in Science, Technology, Engineering and Management, Town Planning, Pharmacy, Applied Arts and Crafts, Applied Science and such other program approved/notified by All India Council for Technical Education or UGC and as per need of Govt. of Jharkhand, represented herein by Registrar, Nishant Kumar JUT Ranchi of the SECOND PART.

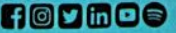


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राँची

Anudip Foundation for Social Welfare

Mira Towers, 8th & 9th Floor, Block DN, Plot 27, Sector-V, Salt Lake City, P.S. Bidhannagar, Kolkata-700091, West Bengal

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WHEREAS:

- a) First Party **Anudip Foundation for Social Welfare** has represented to the Second Party that the First Party is engaged in empowering lives through employability-linked technology skills for high need and economically weaker section communities, minorities, tribal, migrants, political refugees, person with disabilities and minority women. Only job seekers will be the part for this program.
- b) First Party & Second Party mutually believe that collaboration and mutual co-operation will enable them to promote more effective use of their resources, and the same will provide each of them with enhanced opportunities.
- c) The Parties herein intent to cooperate and focus their efforts on cooperation within the areas of skill training to beneficiaries thereby raising employability and standard of livelihoods of the beneficiaries. The Parties, therefore, agreed to enter into this MoU on the terms and conditions which are as follows:

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 has agreed to collaborate for the common interests and objectives, and they shall establish co-operation to achieve their common objectives.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of their resources and intellectual capabilities.
- 1.3 The Parties shall co-operate with each other to undertake and execute the Scope of this MoU as detailed in Clause 2

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CLAUSE 2: SCOPE OF THE MoU

- 2.1 The beneficiaries sourced by the Second Party would be enrolled for Certification Workshop/skill training by the First party after the screening process only.
- 2.2 The First party will provide job opportunities under the livelihood program to beneficiaries in Jharkhand as well as other parts of India. Hence, relocation will be a major part to get job opportunities.
- 2.3 All identified trainees must have 70% attendance in skill training to be eligible for any interview /assessment/certifications.
- 2.4 The Second Party shall provide all necessary infrastructure including the IT lab with computer, internet facility, projector, mic and sound, etc. for the offline training/ Workshop and other relevant activity purposes.
- 2.5 The First Party will provide the curriculum and resource persons to execute the training in collaboration with the Second Party
- 2.6 The First Party and the Second Party shall add such further activities in the Scope of this MoU as may be mutually agreed between them to effective execution of their collaboration under this MoU.
- 2.7 The second party will give the successful implementation & Completion of the project in Pilot basis batches on bulk involvement of beneficiaries then in future First party will implement their no cost project to the Second party.

CLAUSE 3: VALIDITY

- 3.1 This MoU will be valid until it is expressly terminated by either Party by providing written notice to other party at least one month in advance. Termination shall not affect on going process or collaborative projects, which shall be completed as agreed upon.

3.2 CLAUSE 4: CONFIDENTIALITY

First Party agrees to keep details of beneficiary identified by the Second Party and other inputs relating to the Second Party, its trade, activities and/or associates, which the Second








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Party shares with the First Party as confidential ["**Confidential Information**"]. The First Party or anyone acting through First Party shall not disclose any Confidential Information to any third party without any written consent of the Second Party.

- 4.2 All Confidential Information furnished by the Second Party will always remain the exclusive property of Second Party and all details shall be returned and/ or destroyed by the First Party promptly at the request of the Second Party. The First Party understands that just disclosure of such Confidential Information by Second Party to First Party does not confer any license, interest or right upon First Party to use the Confidential Information for its benefit.
- 4.3 The First Party shall keep the Second Party indemnified for any breach of above covenants.

CLAUSE 5: INTELLECTUAL PROPERTY RIGHTS

- 5.1 The Parties herein shall be and remain the owner of their respective ideas, source code, materials, patentable and unpatentable inventions, discoveries, and other intellectual property including but not limited to study material, training module, and training course (hereinafter referred to as the "Materials").
- 5.2 The Parties mutually undertake that they shall not infringe and use unauthorizedly the intellectual properties right of other party save and except to the extent agreed herein that to during the currency of the MoU. The Second Party shall always remain the sole and absolute owner of the Materials provided by the Second Party.
- 5.3 The First Party, however, allows the Second Party and/or the beneficiary identified by Second Party under this MoU to use the curriculum, study material, training module, course and programs of the First Party in the future for providing training to the future beneficiaries and for the empowerment of underprivileged persons and such use shall not be considered as infringement of intellectual property right.








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CLAUSE 6: RELATIONSHIP BETWEEN THE PARTIES

6.1 It is expressly agreed that First Party and Second Party are acting under this MOU independently` and the relationship established under this MOU shall not be construed as a partnership.

CLAUSE 7: OTHER TERMS AND CONDITIONS

- 7.1 The First Party shall ensure that its trainers/ teachers shall sign a declaration [in prescribed format] that they will follow all protocols, guidelines and policies [including Covid protection policy and children protection policy] as the Second Party may prescribe, from time to time, while providing requisite training/ digital literacy to the beneficiaries identified by Second Party.
- 7.2 The First Party undertakes to indemnify and keep indemnified the Second Party for and against breach of any obligation herein by the First Party and/or anyone acting through First Party.
- 7.3 The Parties herein shall collaborate and do all acts, deeds and things to get best output to achieve their common objective and interest agreed herein.
- 7.4 Any term of this MOU may be amended only by the written consent of both the Parties.
- 7.5 This MoU shall govern by law of India and the Court at Ranchi shall have exclusive jurisdiction to entertain all dispute between the Parties herein.

CLAUSE 8: COURSE CURRICULUM AND FEE COLLECTION & DEPOSIT TERMS

First party would collect zero fees According to the Annexure-1 from the students.



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CLAUSE 9: NON-FINANCIAL CLAUSE

There are no financial clauses between Anudip Foundation for Social Welfare & Jharkhand University of Technology, Ranchi, Jharkhand.

For Anudip Foundation for Social Welfare

For Jharkhand University of Technology

**ANUDIP FOUNDATION
FOR SOCIAL WELFARE**

[Signature]
Authorised Signatory

Ms. Monisha Banerjee
C.E.O

[Signature]
07/9/24
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रांची
Monisha Kumar
Registrar

Witness 1: *[Signature]*
Sanjay Kumar

Witness 1:

[Signature]
07/9/24
(Director, Curriculum Dev.)
JUT, Ranchi

Witness 2: *[Signature]*
Dhambis

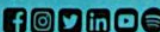
Witness 2:



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Annexure - 1

Sl No.	Project	Course		Course Fee
1	IBM	Technical Skills	Workplace Skills	00 (Free)
		Web Development Fundamentals	Communication Skills	
		Information Technology (IT) Fundamentals	Professional Skills	
		Cyber Security	Job Readiness	
		Artificial Intelligence (AI)	Design Thinking	
			Career planning and exploration	

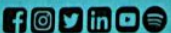


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