

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



Contai Polytechnic (কন্টাই পলিটেকনিক)

Govt. of West Bengal

Darua, Contai, Purba Medinipur, W.B.-721401

Contact : (03220) 255462 :: Email-Id : polytechnic_contai@rediffmail.com :: Website - www.contaipolytechnic.com

ADDRESS:

DARUA, CONTAI, PURBA MEDINIPUR, PIN-721401, WEST BENGAL, INDIA.

Website :- <http://www.contaipolytechnic.com/>

E-mail: polytechnic_contai@rediffmail.com

Telephone: - 03220-255462, +91-82504-72160

And



AUTODESK

Authorized Training Center



AUTODESK

Learning Partner

WEBFLEX CONSULTANCY SERVICE PRIVATE LIMITED

CORPORATE OFFICE:

WEBEL IT PARK, MODULE C & G, NEAR GANDHI MORE, DURGAPUR, PIN-713208,
BURDWAN(WEST), WEST BENGAL, INDIA

HEAD OFFICE:

49/240, KADAMTALA, MOTI MAHAL, 2ND FLOOR, NEAR 3NO. GHUMTI, PO.+DIST.-
JALPAIGURI, PIN-735101, WEST BENGAL, INDIA

Official Website :- www.webflex.co.in

Email:- ceo@webflex.co.in

Telephone :- 03561-225564(H.O), 083720-87529, 0-83730-85666.

FOR

CADD SKILL DEVELOPMENT TRAINING
CERTIFICATION AND PLACEMENT ASSISTANCE

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the **08th day of – January –Two Thousand Twenty (08/01/2021)**,

Between

Contai Polytechnic, Darua, Contai, Purba Medinipur, Pin-721401, West Bengal, India the **First Party** represented herein by its **Mr. Prabir Maity (Officer-In-Charge)** (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).

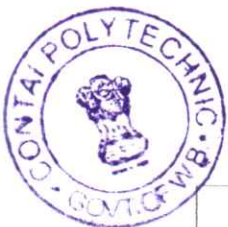
and

Webflex Consultancy Service Private Limited, Webel IT PARK, Near Gandhi More, Durgapur, Pin-713208, Burdwan (West), West Bengal, India the **Second Party**, and represented herein by its **Mr. Sudip Datta Ray (Director)**, (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')

WHEREAS:

- A) First Party is a Polytechnic College named:
- (i) **Contai Polytechnic**
- 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.



Handwritten signature: Bv
Handwritten date: 27.01.2021
Stamp: Officer-in-charge Contai Polytechnic Govt of West Bengal

Webflex Consultancy Service (P) Ltd.

Handwritten signature: Sudip Datta Ray
DIRECTOR

Contai Polytechnic
Authorized Signatory

Webflex Consultancy Service
Private Limited
Authorized Signatory

Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;.

- D) **Webflex Consultancy Service Private Limited, Head Quarter at 49/240,Kadamtala ,Moti Mahal,2nd Floor,Near 3No. Ghumti,PO & Dist- Jalpaiguri,Pin-735101,West Bengal,India** , the Second Party is engaged in Business of IT Enabled Service, Skill Development, Education and Consultancy Services in the fields of – **Information Technology, Education and Consultancy services under the IT Industry** and related fields
- E) **Webflex Consultancy Service Private Limited –** ,the Second Party is promoted by
- 1.Sudip Datta Ray (Director), Ashok Nagar,Pandapara, Po & Dist- Jalpaiguri,Pin-735101,West Bengal
 - 2.Souvik Datta (Director), Address-Datta Bari,Pandapara Road ,Seshbati, Po & Dist- Jalpaiguri,Pin-735101,West Bengal
 - 3.Sourodipta Dutta Gupta (Director) Address -Purbachal Enclave, Tetul Tala, Rajarhat Gopalpur, Kolkata – 700136 ,West Bengal

Webflex Consultancy Service Private Limited head quarter at Jalpaiguri in West Bengal, Founded in 2011 as an small computer hardware maintenance firm we have evolved into a leading Professional ITES, Education and Consultancy Service Provider at West Bengal.

- F) Currently Company having its seven offices at Jalpaiguri,Kolkata,Durgapur, Asansol, Krishnagar Bankura,Birbhum in West Bengal.

Company is now working on self dependent and startup academic project for Technical Students belongs to B.Tech, Diploma and ITI background so that they can focus on freelancing work which reduce JOB dependency .Company is going to open fifteen more branch in west Bengal within next one year.



BL
27.01.2021
Officer-in-charge
Polytechnic
West Bengal

Webflex Consultancy Service (P) Ltd.

Sudip Datta Ray
DIRECTOR

Contai Polytechnic
Authorized Signatory

Webflex Consultancy Service
Private Limited
Authorized Signatory

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 Diploma holders 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.



BL
27.01.2021
Officer-in-charge
Contai Polytechnic
2nd Floor, Bhubaneswar

Webflex Consultancy Service (P) Ltd.

Sandeep Datta Ray
DIRECTOR

Contai Polytechnic
Authorized Signatory

Webflex Consultancy Service
Private Limited
Authorized Signatory

- 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 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 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 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 lectures 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 industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.



BL
27.01.2021
Officer-in-charge
Contai Polytechnic
Govt of West Bengal

Webflex Consultancy Service (P) Ltd.

[Signature]
DIRECTOR

Contai Polytechnic
Authorized Signatory

Webflex Consultancy Service
Private Limited
Authorized Signatory

- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.9 There is no financial commitment on the part of the **Contai Polytechnic**, the First Party to take up any program mentioned in the MoU. If there is any financial matter involve for training and workshop, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY


- 4.1 This MoU Agreement will be valid for Three (3) Years until it is expressly terminated by either Party on mutually agreed terms, during which period **Webflex Consultancy Service Private Limited, Head Quarter at 49/240,Kadamtala ,Moti Mahal,2nd Floor,Near 3No. Ghumti,PO & Dist-Jalpaiguri,Pin-735101,West Bengal,India** , the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Webflex Consultancy Service Private 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.
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing After Three (3) Year. In the event of Termination, both parties have to discharge their own responsibilities.



Contai Polytechnic
Authorized Signatory

BI
27-01-2021
Officer-in-charge
Contai Polytechnic
Govt of West Bengal

Webflex Consultancy Service (P) Ltd.


DIRECTOR

Webflex Consultancy Service
Private Limited
Authorized Signatory

CLAUSE 5 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. 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.

BL
27.01.2021
Officer-in-Charge,
Contai Polytechnic
Govt. of West Bengal

CONTAI POLYTECHNIC

First Party



WEBFLEX CONSULTANCY SERVICE (P) LTD.

Second Party

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 Act, 1996. The place of the arbitration shall be at Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Burdwan.



BL
27.01.2021
Officer-in-charge
Contai Polytechnic
Govt. of West Bengal

Contai Polytechnic

Authorized Signatory

Webflex Consultancy Service (P) Ltd.


DIRECTOR

Webflex Consultancy Service
Private Limited
Authorized Signatory

AGREED:

For
CONTAI POLYTECHNIC

BE
27.01.2021
Officer-in-Charge,
Contai Polytechnic
Govt. of West Bengal

For
WEBFLEX CONSULTANCY SERVICE PRIVATE LIMITED

Webflex Consultancy Service (P) Ltd.


DIRECTOR

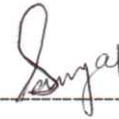
Authorized Signatory

Authorized Signatory

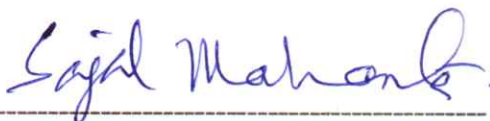
CONTAI POLYTECHNIC	WEBFLEX CONSULTANCY SERVICE PRIVATE LIMITED
Address Darua, Contai, Purba Medinipur, Pin-721401, West Bengal, India	Address Corporate Office:- Webel IT PARK, Near Gandhi More, Durgapur, Pin-713208, Burdwan (West), West Bengal, India Head Office :-49/240, Kadamtala, Moti Mahal, 2nd Floor, Near 3No. Ghumti, PO & Dist- Jalpaiguri, Pin-735101, West Bengal, India
Contact Details- 03220-255462 +91-82504-72160	Contact Details : 0-83720-87529
E-mail- polytechnic_contai@rediffmail.com	E-mails: ceo@webflex.co.in
Web- http://www.contaipolytechnic.com/	Web- www.webflex.co.in



Witness1:



Witness2:



Witness3:



Witness4: