



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

M 220761

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MoU) is made on the Day of 01/02 of the year 2024

BETWEEN

DSMS College –Durgapur Society of Management Science is one of the leading Management College in Eastern India. DSMS started its journey way back in 1990. This journey began with a humble and honest approach to rightfully impart skill training in the field of hotel management. Now offering courses in Computer Application, Business Management, Hospitality Management, Healthcare Management and more FIRST PARTY.

And

ISOAH DATA SECURITIES PVT. LTD., herein referred to as ISOAH having its campus at SDF Building, Module – 335, 2<sup>nd</sup> Floor, Salt Lake, Sector – V, Kolkata – 700091, represented by Mr. Sandeep Sengupta (Director), which expression shall, where the context so admits, be deemed to include its successors, executors, and administrators of the SECOND PARTY.

- a) Whereas FIRST PARTY DSMS Durgapur Society of Management Science having its campus at Dr. Zakir Hussain Avenue, Bidhannagar, Durgapur-713206, represented by Mr. Anupam Mukherjee, Chairman, it offers courses that include BCA, BBA, BBA in Hospital Management, Bachelor in Hotel Management having its presence in the education sector over three decades and having over 10,000 alumni placed across the globe.

ISOAH Data Securities Private Limited  
Director  
Sandeep Sengupta  
Chairman  
Durgapur Society of Management Science



b) Whereas The SECOND PARTY ISOAH is a training institute established in June 2015, engaged in providing cyber security training to Police officers from Lalbazaar, CID, Special Task Force, CRPF, Commercial Tax Dept., CDAC, Cyber Security Centre of Excellence (WB Ministry of IT); as well as employees of PWC, CTS, Mjunction, CESC, Tata Steel, etc. ISOAH is a member of the regional committee of NASSCOM, the IT sub-committee at CII East, etc. ISOAH is ISO27001 & ISO9001 certified by the British Standards Institution.

c) 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.

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

DSMS College and ISOAH will collectively be referred to as the Parties.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES OUTLINED 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 Campus 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 The general terms of cooperation 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 **Value-added course:** Industry and Institution interaction will give an insight into the latest developments/requirements of the industries; the Second Party to permit the students of the First Party to offer training programs of at least 40 hours at the premise of the First Party to upskill them. The choice of the courses will be decided mutually.

ISOAH Data Securities Private Limited  
Jandeep Singh  
Director

Chairman  
Durgapur Society of Management Science



ISOAH Data Securities Private Limited  
Director

Chairman  
Durgapur Society of Management Science

- That the course will be of the duration mentioned above.
- That the detailed syllabus of the course will be worked out by the Second party and will be agreed upon by the first party.
- That ISOAH will be providing Resource Persons/ Faculty members support, subject to the requirements agreed upon by both parties.
- That the Evaluation of Performance (written examination and continuous assessments including practical examination) and Certification of the Program will be done by ISOAH.
- The fee for the training is Rupees 3000/-+ GST per student for a minimum of 50 students per semester.
- 50% fee has to be paid in advance before the first class of the semester and the rest 50% will be paid within 15 days of the invoice produced by the second party after completion of the course.
- Students' satisfaction will be conducted by the first party. If the satisfaction level is found below the standard, both parties shall revisit the teaching-learning methodology to improve the satisfaction level.
- DSMS College & ISOAH have agreed not to hire each other's staff directly or in third-party payroll within 2 years of their employment exit.
- Any changes in the Name of the course and/or the syllabus of the program are needed at any point in time, it is to be done by all the parties in mutual consultation.
- Any further scope of offering a newer course, other than the mentioned one is evident at any point in time, all the parties can decide it on mutual consultation.

- 2.2 **Internship:** Second Party will provide an internship to the students of the first party in the any semester. The duration and the period will be decided mutually by both parties.
- 2.3 **Placement of Trained Students:** The Second Party will help the first party to place the trained students.
- 2.4 **Approvals:** Both Parties are to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.

### CLAUSE 3

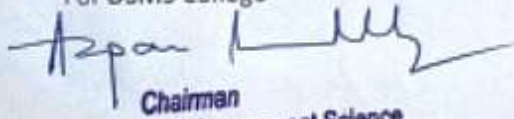
#### MISCELLANEOUS PROVISIONS

- 3.1 That the promotion and publicity regarding the aforesaid course/courses may be carried out by
- 3.2 DSMS College or ISOAH through various online mediums including but not limited to, Websites, social media, Newsletters, etc., and offline mediums including, but not limited to Newspapers, Billboards, Pamphlets, Brochure types Posters, Banners, Flex, etc. with prior approval of the college.
- 3.3 Whereas any scope of another type of academic activity like research is identified, all the parties can initiate 5-year mutual consultation.
- 3.4 That this MoU signed between the parties will remain in force for 5 years subject to satisfactory evaluation and renewal after every year.

- 3.5 That this MoU signed between the parties can cease to exist with mutual agreement among the at any point responsibility validity period) with a notice of one month. However, both parties have the responsibilities for completing the syllabus and arranging for examination/assessment & awarding certificates to already admitted successful participants.
- 3.6 The Memorandum of Understanding is not intended to create any legal relation of employer-employee or principal and agent relationship amongst the Parties.
- 3.7 The Parties agree that they will keep all information under this MOU confidential and shall not disclose to any third person any confidential information concerning the MOU.
- 3.8 That any dispute arising within the purview of this MoU is to be sorted out within 90 (ninety) days between the parties.

**AGREED:**

For DSMS College



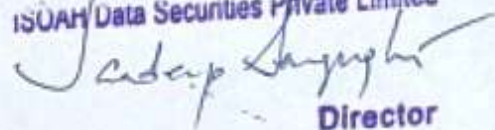
Chairman

Durgapur Society of Management Science

Authorized Signatory

For ISOAH Data Securities Pvt. Ltd.

ISOAH Data Securities Private Limited



Director

Authorized Signatory

DSMS College	ISOAH Data Securities Pvt Ltd.
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Web: <a href="https://dsmsindia.org">https://dsmsindia.org</a>	Web: <a href="https://www.isoeh.com">https://www.isoeh.com</a>

Witness1:

*Samindra Debnath*  
01/02/2024

Witness2:

*Sanyasit Mukherjee*  
01/02/2024