



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL **MEMORANDUM OF UNDERSTANDING** 04AC 044524

1. Date: 24th January 2025
2. Place: Bajkul, Purba Medinipur
3. Parties:
 - 3.1. **ROY'S INSTITUTE OF COMPETITIVE EXAMINATION PRIVATE LIMITED [CIN U80903WB2000PTC090934 and PAN AACCR4567N]**, a Company within the meaning of the Companies Act, 2013, having its registered office at Dishari Bhawan, 11/1, B T Road, Kolkata – 700 056, represented by its Authorised Signatory Mr. CHANDAN MAJUMDAR (GROUP CEO – RICE Adamas Group), hereinafter referred to as **RICE** (which term or expression, unless repugnant to the subject or context, shall deem to mean and include its successors, associates and assigns) of the **ONE PART**;
 - 3.2. **Bajkul Milani Mahavidyalaya**, Having its Campus at **Kismat Bajkul, Purba Medinipur, West Bengal -721655, India** represented by its Teacher-in-charge(Principal-in-charge) Dr. Pijush Kanti Dandapath, hereinafter referred to as the **INSTITUTE** (which expression shall mean and include its administrators, executors and office bearers) of the **OTHER PART**;
4. References: In this Memorandum of Understanding, unless the context otherwise requires:
 - 4.1. RICE and COLLEGE are hereinafter individually referred to as a "Party" and collectively as "the Parties";
 - 4.2. words in the singular form shall be construed to include the plural and vice versa;
 - 4.3. pronouns in masculine, feminine and neuter genders shall be construed to include any other gender;
 - 4.4. headings are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this Memorandum of Understanding
5. Background
 - 5.1. RICE is a Company engaged in providing preparatory courses for various competitive examinations conducted by the State and the Central Government;
 - 5.2. COLLEGE is an institution of Higher Education.
 - 5.3. RICE has launched a course under the name and style "RICE PATHWAYS" to provide training in the field of competitive exam;
 - 5.4. The parties appreciate that the students of the COLLEGE require specialised training and the course named "RICE PATHWAYS" shall be beneficial for the students of the College;
 - 5.5. The Parties hereto have decided to associate themselves for the benefits of the students of the COLLEGE to provide the course "RICE PATHWAYS" at the COLLEGE such that they can avail of the said course at the campus itself.
6. Basic Understanding:
 - 6.1. COLLEGE will provide adequate area within the campus of the COLLEGE to enable RICE to conduct "RICE PATHWAYS". The said space shall be provided without any consideration;
 - 6.2. All infrastructures & related facilities shall be provided by the COLLEGE;
 - 6.3. The details of the "RICE PATHWAYS" shall be as hereunder:

Teacher-in-charge
Bajkul Milani Mahavidyalaya
P.O.- Kismat Bajkul
Dist.- Purba Medinipur

RICE EDUCATION
TAMELUK BRANCH
MANIKTALA
Mob.-8479917957

Subir Das.
24/1/25

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HUMAN RESOURCE
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6.3.1. Duration – Six Months

6.3.2. This Memorandum of Understanding will be valid for 2 years starting from 24.01.2025.

6.3.3. Fees – Rs. **10000/-** (Rupees Ten Thousand only) including GST at rates as may be applicable from time to time, payable in Three Monthly Instalments (EMI);

6.3.4. Fees Break Up – Rs. 4000/- (Admission Fees), Rs. 3000/- (1st Instalment), Rs. 3000/- (2nd Instalment).

6.3.5. Admission Start Date: Immediate

6.3.6. Admission End Date: After reaching the committed number per Batch.

6.4. Admission shall be granted after payment of admission fees.

6.5. No student shall be allowed to participate in "RICE PATHWAYS" before taking admission by paying the admission fees.

6.6. In consideration of the Fees receivable by RICE shall be responsible to perform the following obligations:

6.6.1. Provide Study Materials/Course Wares for "RICE PATHWAYS"

6.6.2. Provide Course Curriculum for the "RICE PATHWAYS"

6.6.3. Provide Faculty for conducting the "RICE PATHWAYS"

6.7. COLLEGE shall depute one of their Officials as 'Coordinating Officer to run the Classes/ maintaining attendance of the students/ conducting examinations as & when required/ distributing the Study Materials/ helping the teachers etc on the class days. The said 'Nodal Officer' will be the one point contact person between COLLEGE and RICE for the classes and other operational issues.

6.8. Marketing Expenses, if any, including the costs of conducting seminars, shall be borne by RICE.

6.9. COLLEGE will ensure that the maximum number of students participate in "RICE PATHWAYS" and if the number of enrolments is less than 100 students, for a particular session, RICE may, at its own discretion, decide not to conduct the "RICE PATHWAYS".

7. REVENUE SHARING (FROM RICE ADAMAS GROUP)

7.1. To assist the College for development of college infrastructure, 10% OF THE TOTAL REVENUE AS PER ACTUAL COLLECTION.

8. Advertising and Marketing

8.1. COLLEGE shall not advertise or use in advertising or any other form of promotion, the Brand name "RICE (Roy's Institute of Competitive Examination Private Limited)" without the appropriate trademarks and/or copyright notice, specifying the claim of RICE for registrations of the marks.

8.2. COLLEGE shall take prior written approval of RICE for conducting any such course.

9. Confidentiality

9.1. "Confidential Information" means any documents, data, or information related to RICE that is not generally known to the public including, but not limited to, all tangible, intangible, visual, electronic, present, or future information such as (a) financial information; (b) technical information, including but not limited to research, development, procedures, data, designs, and Technical know-how; (c) business

Cik. Anurupa
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9. Confidentiality

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8.3.2. This Memorandum of Understanding will be valid for 3 years starting from 24.01.2022.

8.3.1. Duration - Six Months

information, including but not limited to products, operations, planning, marketing interests and services disclosed by RICE to the COLLEGE: (d) all confidential or proprietary concepts, documentation, course material, reports, lists, files, data, specifications, software, source code, object code, flow charts, databases, data files, inventions, information, know-how and trade secrets, whether or not patentable or copyrightable and/or whether or not registered under any Act or Law.

- 9.2. COLLEGE undertakes and agrees to regard and preserve as confidential, all Confidential Information of RICE, which may be obtained by COLLEGE from any source as a result of this Memorandum of Understanding. In maintaining confidentiality hereunder, COLLEGE agrees that it shall not disclose or make available or divulge to any third party, person, firm or enterprise or reproduce or transmit, or use (directly or indirectly) for its own benefit or the benefit of others or otherwise, any Confidential Information of RICE.
- 9.3. COLLEGE acknowledges the exclusive right of RICE to the proprietary right of its information and agree that nothing in this Memorandum of Understanding shall be construed as giving rise to any right of lien or set off by the COLLEGE on the proprietary right on the information of RICE.
- 9.4. COLLEGE agrees to implement appropriate measures designed to ensure the security and confidentiality of Confidential Information, to protect such information against any anticipated threats or hazards to the security or integrity of such information, and to protect against unauthorized access to, or use of, Confidential Information that could result in substantial harm or inconvenience to RICE or any of its subsidiaries, affiliates;
- 9.5. In the event of a breach or threatened breach by the COLLEGE of this clause, monetary damages may not be an adequate remedy; therefore, RICE shall be entitled to injunctive relief to restrain the COLLEGE from any such breach, threatened or actual.
- 9.6. Notwithstanding the other provisions of this paragraph, neither Party shall be prevented from disclosing Confidential Information: (i) that, at the time of disclosure, was in the public domain, (ii) that was lawfully disclosed on a non-confidential basis by a third party who is not bound by a confidentiality agreement with either Party, (iii) that is disclosed with the Parties' prior written approval or (iv) to the recipient Party's attorney, auditors, insurers and employees who have a need to access such confidential information in connection with their employment (or engagement, if applicable) by the recipient Party; (v) that is in response to valid legal process, whether issued by a court or administrative or regulatory body. If confidential information is required to be disclosed pursuant to a requirement of a legal process, the Party required to disclose the confidential information, to the extent possible, shall provide the other Party with timely prior notice of such requirement and shall coordinate with such other Party in an effort to limit the nature and scope of such required disclosure.

10. Force Majeure:

- 10.1. Force Majeure means acts of god (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe); strikes, lockouts or other industrial disturbances; war, terrorist acts, riot, or other civil disturbance; epidemics; or other similar forces which the Parties hereto could not by the exercise of best of their effort and reasonable diligence have avoided.

In event of occurrence of any event of Force Majeure, the Party claiming Force Majeure shall use all reasonable efforts to continue to partially perform its obligations hereunder,

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as far as possible and to mitigate the effect of such event of Force Majeure expeditiously and diligently.

- 10.3. Upon happening of any event of Force Majeure the Parties hereto may agree to suspend performance of obligations hereunder for a reasonable period as agreed between the parties, if in opinion of both the parties, in spite of reasonable efforts, obligations of respective party cannot be fulfilled.
- 10.4. Upon cessation of the event of Force Majeure, within seven (7) days of cessation of the effect of Force Majeure, Party claiming Force Majeure shall serve upon other Party with mandatory notice of the cessation of the event of Force Majeure and shall promptly thereupon resume performance hereunder.
- 10.5. In event of partial performance of obligation due to the event of Force Majeure by the party claiming Force Majeure, the party claiming Force Majeure shall not be relieved of its obligations to comply with the local laws/applicable laws or its obligations to make any payment for performance rendered prior to period of Force Majeure or partial performance during periods of Force Majeure.
- 10.6. In event of occurrence of any event of Force Majeure and in event of failure of parties to agree to suspend performance of obligations of the party claiming Force Majeure of this Memorandum of Understanding, either party may terminate this Memorandum of Understanding.

11. Intellectual Property Rights

- 11.1. Intellectual Property Rights means all intellectual property rights owned at present or in the future to be owned by RICE including but not limited to, name, marks, characters, artwork, designs, trade names, trademarks, or service marks, training material, marketing material that is in tangible or other electronic form or medium, copyright, technical know-how, all system and process specific information, domestic or foreign letter patent, patent, patent application, patent license, inventions, invention disclosures, software or software usage rights, formulae & processes, proprietary data and data bases; for all other similar items of intellectual property, whether registered or not, including any rights created by use thereof used or permitted to be used by RICE.
- 11.2. The execution of this Memorandum of Understanding does not grant the COLLEGE any license over the Intellectual Property Rights of RICE.

12. Applicable Laws and Settlement of Disputes:

- 12.1. This Memorandum of Understanding and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with Indian Substantive and Procedural law.
- 12.2. The Parties shall attempt in good faith to resolve any dispute, difference or claim arising out of or in relation to this Memorandum of Understanding through mutual discussion. In case it is not resolved within thirty (30) days from receipt of the written notice (setting out the dispute or claim) by the other party, the complaining party may issue a notice of reference, invoking settlement of such dispute through Arbitration.

All disputes between parties shall be subject to exclusive jurisdiction of the Courts of Kolkata only.

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- 12.4. Arbitration: Any and all disputes, controversies, and conflicts between the parties in connection with this Memorandum of Understanding, shall, so far as is possible, be settled amicably between the parties. Failing an amicable settlement, any and all disputes, controversies and conflicts arising out of or in connection with this Memorandum of Understanding or its performance (including its enforcement or validity) shall be settled by arbitration in the English language, in accordance with the Arbitration and Conciliation Act, 1996, as amended/ to be amended from time to time. The Arbitration proceedings shall be conducted by a sole Arbitrator who shall be a retired judge of the High Court or Supreme Court of India or a legal litigator of at least 10 years standing to be appointed mutually by the parties to this Memorandum of Understanding. In the event the parties fail to mutually appoint the Arbitrator within 15 days of request made by the party initiating the Arbitration proceedings, the party initiating the Arbitration shall be at liberty to appoint a sole Arbitrator of its own choice with the necessary basic qualification as stipulated in point 3 above and the said sole Arbitrator shall conduct the Arbitration proceeding. The courts of Kolkata shall have exclusive jurisdiction with respect to the application and granting of interim reliefs, and the enforcement and execution of the arbitral awards under the Arbitration and Conciliation Act 1996. The losing party shall bear the costs and expenses in connection with the arbitration proceedings unless the Arbitrator(s) direct otherwise. During the course of the proceeding, each party shall bear its own costs of discovery, deposition, attorney and witness fees and the parties shall share the costs of arbitration including the arbitrator's fees and expenses equally. Upon passing of the final Award, the party against whom award is passed shall be liable to reimburse to the other party all costs and expenses incurred by it for the conduct of the Arbitration Proceedings, which shall include the costs of discovery, deposition, attorney and witness fees and the costs of arbitration including the arbitrator's fees and expenses incurred by the said party. Except for the matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining obligations under this Memorandum of Understanding.
- 12.5. The Arbitrator shall have the right to proceed summarily and to make interim awards.

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS MEMORANDUM OF UNDERSTANDING TO BE EXECUTED ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

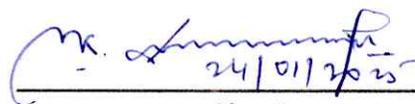
For Roy's Institute of Competitive Examination
Pvt Ltd



Signature

Name: Mr. Chandan Majumdar
Designation: Group CEO, RICE Adamas Group

Bajkul Milani Mahavidyalaya



Signature

Name: Dr. Pijush Kanti Dandapath
Designation: Teacher-in-charge (Principal-in-charge)

Teacher-in-charge
Bajkul Milani Mahavidyalaya
P.O.- Kismat Bajkul
Dist.- Purba Medinipur



Witness:

In Presence of

Subir Das.

Signature

Name: SUBIR DAS
Address: TAMLUK, MANIKTALA

**RICE EDUCATION
TAMLUK BRANCH
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In Presence of

Shrawan. 24/01/2025

Signature

Name: DR. SAURAV SAMANTA
Address: Bajkul Milan Meherdyalaya

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