

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into at Chennai on this 24th day of May month in the year 2018.

BETWEEN

M/s ICT Academy of Tamil Nadu, a non profit Society incorporated under the Tamil Nadu Societies Registration Act, 1975 and having its Office at ELCOT Complex, 2-7 Developed Plots, Industrial Estate, Perungudi, Chennai 600 096 (hereinafter called as "**ICTACT**" which expression shall, wherever the context so permits mean and include successors and assigns.)

AND

Sri Vidya Mandir Arts & Science College – Uthankarai being the beneficiary of this MoU having its principal place of business at Katteri, Uthangarai, Krishnagiri district, Tamil Nadu – 636902 duly represented (hereinafter referred to as , Sri Vidya Mandir Arts & Science College – Uthankarai District which expression shall, wherever the context so permits mean and include successors and assigns.)

WHEREAS

ICTACT is *interalia* established as a society with Consortium of Government of India, Government of Tamil Nadu and Industry. It is the pioneering venture under the Public-Private-Partnership (PPP) model that endeavours to train the higher education teachers of Tamil Nadu in the areas of Information and Communication Technology (ICT) thereby making their students to be industry-ready.

The core objective of ICTACT is to train the faculty members of Engineering, Arts and Science Colleges, Polytechnics and ITI's across Tamil Nadu. ICTACT will develop and maintain a world class ICT industry related curriculum and content in close association with Academia and industry, which would be made available to faculty members throughout the state through an online portal. Industry experts would train the learned faculty to keep them abreast of the industry demands and thereby the students.

The Academy shall have a core team of faculty members to conduct the training. This core team would be supported by faculty members deputed from Industry as well drawn from the educational Institutions.

The ICTACT is led by a Governing body chaired by Mr.Lakshmi Narayanan Emeritus Vice Chairman, Cognizant Technologies. Other members are Thiru. BVR. Mohan Reddy, Founder And Executive Chairman Cyient, Dr. B Chandramohan IAS Secretary – IT Department, Government Of Tamil Nadu ,Thiru. M Vijayakumar IAS, , Managing Director, ELCOT, Thiru. Anandrao Vishnu Patil IAS, Commissioner, Tamil Nadu E-Governance Agency, Thiru.V.Balakrishnan, Chairman of Micrograam,,Thiru.K.Ganesan - Vice President, Human Resources of TCS and Thiru. M. Sivakumar-CEO, ICT Academy of Tamil Nadu .

ICTACT is agreeable to enter into this MOU with **Sri Vidya Mandir Arts & Science College-Uthankarai-** as per the terms and conditions set out hereunder:



Now this MoU witnesses as under:

1. Scope of the MoU

1.1 Sri Vidya Mandir Arts & Science College - Uthankarai, hereby agrees to host the Employability Skill Development Training being offered by ICTACT.

1.2 Sri Vidya Mandir Arts & Science College - Uthankarai, would collaborate to implement the Employability Skill Development Training for SC/SCC/ST unemployed youth under TAHDCO Programmes

2 Role of ICTACT

2.1 Shall support on students acquisition and screening process for the selection of students for the program.

2.2 Will provide the template for printing of banner

2.3 Shall provide course materials and training kit to the trainees and required training materials to faculty/ trainers

2.4 Shall provide training and orientation for the trainers to conduct the training program.

2.5 Shall provide the Biometric device to capture the attendance of the students, which after the training would be taken back by ICTACT.

2.6 Will provide the conveyance charges of Rs. 100.00 to all students with attendance of 85% and above during the training program. The conveyance will be paid to students taking the assessment and completing the course.

2.7 Certification to all the students on successful completion of the training.

2.8 Would support in placement facilitation to all successful candidates on completion of the training program.

2.9 Shall provide trainers/ faculty who will handle the below mentioned modules. The trainer cost will be borne by ICTACT.

3 Role of Sri Vidya Mandir Arts & Science College - Uthankarai, Coimbatore

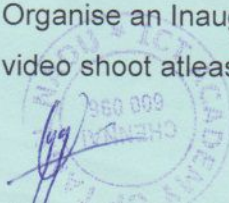
3.1 Shall work along with ICT Academy of Tamil Nadu in acquiring eligible candidates for taking up the Training.

3.2 Should take declaration from the student that they will not discontinue the course. If discontinued will pay the course fee to ICTACT.

3.3 Shall appoint one coordinator to coordinate between ICTACT and trainers until the completion of the Training.

3.4 The Training period will be a total of 200Hrs as per the modules of the respective Skill Training launched. Shall ensure to follow the training schedule and ensure the successful completion of training of 200 hours of each batch being launched.

3.5 Organise an Inauguration function and cover the training with Photographs & Videos. Shall video shoot atleast 5 students narrating their experience before and after the training.



- 3.6 Shall provide theory and computer lab to conduct the training programme
- 3.7 Shall assure trainers /faculty members and trainees to be regular in attendance and abide by the process and reporting systems of the project, assessments until project completion.
- 3.8 Submit all acknowledgements and reports as per the requisites of the Project.

4 Payment Terms

- 4.1 ICTACT will Provide with Rs. 25,000.00 (Rupees Twenty Five Thousand Only) towards Implementation and conducting the training for each Skill Training Programme launched as per the split up given below.
- a) Rs. 15,000.00/- towards the use of Infrastructure and audio/ Visual room.
 - b) Rs. 5000.00/- to the Co-Ordinator of the Training Program for organizing, monitoring and reporting of the Training Program.
 - c) Rs. 5000.00/- for arrangements of Photo Shoot, Video Shoot, Stationary and documentation, courier etc.

The Photo Shoot and Video Shoot should cover the Inauguration, Valedictory functions and Training Sessions.

5 Operation of this MoU

- 5.1 Upon execution of this MoU, ICTACT shall communicate to **Sri Vidya Mandir Arts & Science College - Uthankarai**, the training schedules. Thereupon, the parties shall mutually discuss and agree on the operational terms based on which ICTACT would offer its services.

6 Validity of this MoU

- 6.1 The validity of this MoU for the proposed Employability Skill Training would be 30th.June 2018 which is the scheduled to be completion date, from the date of signing. The MoU may be renewed on mutually agreed terms between the Parties.
- 6.2 The Parties shall enter into firm binding agreements on the areas which are not covered under this MoU. Upon the execution of such agreements, this MoU may be terminated. Both parties shall have the right to terminate this MoU if any of the party does not comply with its obligations under this MoU by issuing 30 days prior notice.

7 CONFIDENTIALITY

- 7.1 The Parties shall treat all information, documents, contents and materials pertaining to ICTACT or **Sri Vidya Mandir Arts & Science College - Uthankarai**, provided under this MoU as confidential.
- 7.2 ICTACT or **Sri Vidya Mandir Arts & Science College - Uthankarai**, shall not disclose any aspect of any confidential information to any third party in any manner whatsoever other than in the normal course of agreed terms under this MoU.
- 7.3 The confidentiality of information shall survive the termination of this Agreement.
- 7.4 Upon the termination of this MOU, **Sri Vidya Mandir Arts & Science College - Uthankarai**, shall return all the contents, training materials and such other information provided by ICTACT under this MoU duly without any undue delay and in cases where such information is not capable of being returned destroy the same and provide a certificate to that to ICTACT.



8. INTELLECTUAL PROPERTY

8.1 All the intellectual property rights with respect to the programs, contents provided by ICTACT shall vest with ICTACT and upon the termination of this Agreement by efflux of time or such other earlier termination, the college shall not have the right to use programs, contents, and such other training materials installed under this MoU and return the same to ICTACT. **Sri Vidya Mandir Arts & Science College - Uthankarai**, shall not infringe the intellectual property rights of ICTACT and shall duly intimate of any such infringement by any third parties.

9. INDEMNITY

9.1 **Sri Vidya Mandir Arts & Science College - Uthankarai**, agrees to hold harmless and indemnify the ICTACT, from and against all action, demands, proceedings, prosecutions, attachments, claims or causes of action whatsoever, including (but not limited to) attorneys' fees and other costs arising out of:

- (a) Any breach of this Agreement by **Sri Vidya Mandir Arts & Science College - Uthankarai**,
- (b) Any negligence on the part of **Sri Vidya Mandir Arts & Science College - Uthankarai**

10. NOTICES

10.1 All notices regarding this Agreement shall be by personal delivery or by certified or registered mail, postage prepaid, at the addresses as either of them may so provide by notice given to the other in the same manner.

11. GOVERNING LAW:

This MOU is made under and shall be governed by and construed under the laws of the Republic of India under the jurisdiction of the courts at Chennai.

12. ARBITRATION

In the event any of any claim, controversy, dispute or difference between Parties, arising out of or in connection with or in relation to this Agreement, either Party will be entitled refer the same to arbitration in accordance with the rules of arbitration of the Arbitration and Conciliation Act 1996. There shall be three arbitrators, one to be appointed by ICTACT, the other to be appointed by **Sri Vidya Mandir Arts & Science College - Uthankarai**, and the third to be appointed by the two arbitrators appointed by the Parties. The award of the arbitrators shall be final and binding on the Parties. The Arbitration proceedings shall be held at Chennai.

In witness whereof the parties have executed this MoU on this the 24th day of May 2018.

For ICT Academy of Tamil Nadu

Name: K.A. Vijayan.

Designation: Deputy General Manager-Projects

for Sri Vidya Mandir Arts & Science College –
Uthankarai

Authorised Signatory
PRINCIPAL

Name: Sri Vidya Mandir Arts & Science College,
Katteri - 636 902, Uthangarai Tk
Designation: Krishnagiri Dt.