

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into at Chennai on this 05 day of JUNE month in the year 2017.

BETWEEN

M/s ICT Academy, 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 "**ICT ACADEMY**" which expression shall, wherever the context so permits mean and include successors and assigns.)

AND

North Eastern Regional Institute of Science and Technology, Nirjuli, Arunachal Pradesh, being the beneficiary of this MoU having its principal place of business at Nirjuli, Arunachal Pradesh, duly represented (hereinafter referred to as "**North Eastern Regional Institute of Science and technology**" which expression shall, wherever the context so permits mean and include successors and assigns.)

WHEREAS

ICT ACADEMY 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 ICT Academy is to train the faculty members of Engineering, Arts and Science Colleges, Polytechnics and ITI's across India. ICT ACADEMY 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 ICT ACADEMY is led by a Governing body chaired by Mr. **Lakshmi Narayanan**, Vice Chairman, and Cognizant Technologies. Other members are Thiru. **T.K Ramachandran** IAS, Principal Secretary, Dept. of IT, Govt. of Tamil Nadu, **BVR Mohan Reddy**, Executive Chairman, Founder And Executive Chairman Cyient Thiru. **Dr. Rajendra Kumar** IAS, Managing Director, ELCOT, **Thiru. J Kumaragurubaran** IAS DIRECTOR & CEO Tamil Nadu E-Governance Agency. **V. Balakrishnan**, Chairman, Micrograam, Thiru. **Krish .Ganesan** - Vice President, HR & Global Head Recruitment, TCS and Thiru. **M. Sivakumar**- CEO, ICT ACADEMY

ICT ACADEMY is agreeable to enter into this MOU with **North Eastern Regional Institute of Science and technology**, as per the terms and conditions set out hereunder:



Now this MoU witnesses as under:

1. Scope of the MoU

North Eastern Regional Institute of Science and Technology, Nirjuli, hereby agrees to implement the Employability Enhancement Training Program (EETP) initiated by The All India Council of Technical Education (AICTE) in order to enhance the competency skills of the graduating student youth, in IT & ITES and Telecom Sector. The objective of this initiative is to enhance the quality of the students to become better employable. To enable this AICTE has signed an MOU with ICT Academy engaging ICT Academy as a Key Partner to undertake this scheme and provide the competency based Employability Enhancement Training Program for the Final Year and Pre-Final Year students of the AICTE approved Institutions.

1.1 ICT ACADEMY and North Eastern Regional Institute of Science and Technology, would collaborate to implement Employability Enhancement Training Program (EETP) in IT & ITeS sector for 37 no of Students in the respective Institution.

2 Role of ICT ACADEMY

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 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 Certification to all the Students on successful completion of the training.

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

2.7 Shall provide trainers / faculty who will handle the below mentioned modules. The Trainer Cost will be borne by ICT ACADEMY.

2.8 Shall assure trainers / faculty members to be regular in attendance and abide by the process and reporting systems of the project, assessments until project completion.

3. Role of North Eastern Regional Institute of Science and technology,

3.1 Shall work along with ICT Academy in acquiring the Pre-Final Year and Final Year students to take up the Training.

3.2 Should take declaration from the student that they will not discontinue the course.

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

3.4 The Training period will be totally of 350 to 400 Hrs on each Sector as per the modules given below.

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1. Certificate Program in Web Developer – Q0503
2. Certificate Program in Junior Software Developer – Q0508
3. Certificate Program in Technical Support Executive – Non voice – Q7201

3.5 Shall provide Training schedule and ensure the successful completion of training of 350 to 400 hours mentioned in Annexure 1 on each Sector

3.6 Organise an Inauguration function and cover the training with Photographs & Videos.

3.7 Shall provide an Audio Visual classroom and computer lab to conduct the training programme

3.8 Submit all acknowledgements and reports as per the requisites of the Project.

5. Operation of this MoU

5.1 Upon execution of this MoU, ICT ACADEMY shall communicate to **North Eastern Regional Institute of Science and technology**, and the training schedules. Thereupon, the Parties shall mutually discuss and agree on the operational terms based on which ICT ACADEMY would offer its services.

6. Validity of this MoU

6.1 The validity of this MoU would be for the proposed Employability Skill Training which is scheduled to be completed by **30th.May 2018** 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 **ICT ACADEMY** or **North Eastern Regional Institute of Science and technology**, provided under this MoU as confidential.

7.2 **ICT ACADEMY** or **North Eastern Regional Institute of Science and technology**, 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, **North Eastern Regional Institute of Science and technology**, shall return all the contents, training materials and such other information provided by **ICT ACADEMY** under this MoU duly without any undue delay and in cases where such information is not capable of being returned the same and provide a certificate to that to ICT ACADEMY.

P. D.



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8. INTELLECTUAL PROPERTY

8.1 All the intellectual property rights with respect to the programs, contents provided by ICT ACADEMY shall vest with ICT ACADEMY 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 ICT ACADEMY. **North Eastern Regional Institute of Science and technology**, shall not infringe the intellectual property rights of ICT ACADEMY and shall duly intimate of any such infringement by any third parties.

9. INDEMNITY

9.1 **North Eastern Regional Institute of Science and technology**, agrees to hold harmless and indemnify the ICT ACADEMY, 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 **North Eastern Regional Institute of Science and technology**,
- (b) Any negligence on the part of **North Eastern Regional Institute of Science and technology**,

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 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 **ICT ACADEMY**, the other to be appointed by **North Eastern Regional Institute of Science and technology**, 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 05 day of JUNE 2017.

For ICT Academy

for North Eastern Regional Institute of Science and Technology


Name: K.A. Vijayan.


Authorized Signatory

Designation: Deputy General Manager – Projects

