

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into at Chennai on this 8th Day of July month in the year 2019.

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

Dr. M.G.R. Educational And Research Institute, Chennai being the beneficiary of this MoU having its principal place of business at Periyar E.V.R. High Road, Maduravoyal, Chennai, 600095 duly represented (hereinafter referred to as, Dr. M.G.R. Educational And Research Institute, Chennai which expression shall, wherever the context so permits mean and include successors and assigns.)

WHERE AS

ICT Academy is inter alia 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 Tamil Nadu. 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 Thiru. Lakshmi Narayanan Emeritus Vice Chairman, Cognizant Technologies. Other members are Thiru. M Vijayakumar IAS, Managing Director, ELCOT, Thiru. Santosh K. Misra IAS, Commissioner, Tamil Nadu E-Governance Agency, Thiru. Santhosh Babu IAS, Principal Secretary - IT Department, Government of Tamil Nadu, Thiru. V. Balakrishnan, Chairman of Microgram, Thiru. Krish Ganesan - Vice President, Human Resources of TCS and Thiru. M. Sivakumar- CEO, ICT Academy.

ICT Academy is agreeable to enter into this MoU Dr. M.G.R. Educational And Research Institute, Chennai as per the terms and conditions set out hereunder:



c. B. Palanivelu
REGISTRAR
Dr. M.G.R.
EDUCATIONAL AND RESEARCH INSTITUTE
(Deemed to be University)
Periyar E.V.R. High Road,
Maduravoyal, Chennai, 600 095

Sup.

Now this MoU witnesses as under:

1. Scope of the MoU

- 1.1 Dr. M.G.R. Educational And Research Institute, Chennai, hereby agrees to host the Employability Skill Development Training being offered by ICT Academy.
- 1.2 Dr. M.G.R. Educational And Research Institute, Chennai, would collaborate to implement the Employability Skill Development Training in Technology & Soft skills for Final Year graduating Students under the CSS Corp Social Initiative Project.

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 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 trainers/ faculty who will handle the below mentioned modules. The trainer cost will be borne by ICT Academy.
- 2.6 Certification to all the students on successful completion of the training.
- 2.7 Would support in placement facilitation to all successful candidates on completion of the training program.
- 2.8 Shall provide trainers/ faculty who will handle the below mentioned modules. The trainer cost will be borne by ICT Academy.

3 Role of Dr. M.G.R. Educational And Research Institute, Chennai

- 3.1 Shall work along with ICT Academy 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 ICT Academy.
- 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 a total of 100 Hrs. 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 100 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.



C. B. Palanivel
REGISTRAR
Dr. M.G.R.
EDUCATIONAL AND RESEARCH INSTITUTE
(Deemed to be University)
Periyar E.V.R. High Road,
Maduravoyal, Chennai 600 095

4 Payment Terms

- 4.1 ICT Academy will provide with Rs. 10,000.00 (Rupees Ten Thousand Only) towards facilitation of infrastructure and audio/visual rooms and conducting the training.

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, ICT Academy shall communicate to Dr. M.G.R. Educational And Research Institute, Chennai, the training schedules. There upon, 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 for the proposed Employability Skill Training would be 30th August 2019 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 ICT Academy or Dr. M.G.R. Educational And Research Institute, Chennai, provided under this MoU as confidential.
- 7.2 ICT Academy or Dr. M.G.R. Educational And Research Institute, Chennai 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, Dr. M.G.R. Educational And Research Institute, Chennai, 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 destroy the same and provide a certificate to that to ICT Academy.

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. Dr. M.G.R. Educational And Research Institute, Chennai shall not infringe the intellectual property rights of ICT Academy and shall duly intimate of any such infringement by any third parties.



C. B. Palanivelu
REGISTRAR
Dr. M.G.R.
EDUCATIONAL AND RESEARCH INSTITUTE
(Deemed to be University)
Periyar E.V.R. High Road,
Maduravoyal, Chennai 600 095

9. INDEMNITY

9.1 Dr. M.G.R. Educational And Research Institute, Chennai, 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 Dr. M.G.R. Educational And Research Institute, Chennai
- (b) Any negligence on the part of Dr. M.G.R. Educational And Research Institute, Chennai

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 ICT Academy, the other to be appointed by Dr. M.G.R. Educational And Research Institute, Chennai 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.

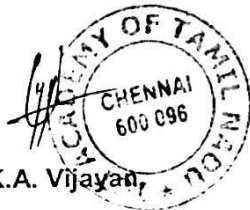
In witness whereof the parties have executed this MoU on this the 8th day of July 2019.

For ICT Academy

for Dr. M.G.R. Educational and Research Institute,
Chennai

Name: K.A. Vijayan

Designation: Deputy General Manager-Projects



C. B. Palanivelu

Authorised Signatory

Name:

Designation:

REGISTRAR
Dr. M.G.R.
EDUCATIONAL AND RESEARCH INSTITUTE
(Deemed to be University)
Periyar E.V.R. High Road,
Madhavoyal, Chennai 600 095