

MC Meeting
5/1/20

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into at Chennai on this 26th Day of December 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

Goswami Ganesh Dutta Sanatan Dharma College, being the beneficiary of this MoU having its principal place of business at Sector-32, C, Chandigarh – 160032 duly represented (hereinafter referred to as, Goswami Ganesh Dutta Sanatan Dharma College, Chandigarh which expression shall, wherever the context so permits mean and include successors and assigns.)

WHERE AS

ICT Academy is an initiative of the Government of India in collaboration with the state Governments and Industries. ICT Academy is a not-for-profit society, the first of its kind pioneer venture under the Public-Private-Partnership (PPP) model that endeavours to train the higher education teachers and students thereby exercises on developing the next generation teachers and industry ready students.

ICT Academy was started to meet the skill requirements of the industry and generate more employment especially in tier 2 and 3 towns, the rural parts of the country. The organization was formed with representations from the State Government of Tamil Nadu, leading companies in the ICT industry and National Association of Software Services Companies (NASSCOM) in India.

With training of teachers and students as the primary objective, ICT Academy has been working through a seven pillar program in the areas of Faculty Development, Student Skill Development, Entrepreneurship Development, Youth Empowerment, Industry-Institute Interaction, Digital Empowerment and Research & Publications.

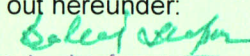
In the last 10 years, ICT Academy has strived on every aspect to provide a holistic service to every stakeholder of the education ecosystem in developing the next generation of talent pool in India to make them industry ready employees, innovators, entrepreneurs and leaders.

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.

ICT Academy is recently endorsed and recommended by NITI Aayog (National Institution for Transforming India Aayog), the National Planning body of Government of India as one of the unique organization for dissemination and replication, which is aligned to the Skill India Vision of the Government of India.

ICT Academy is agreeable to enter into this MoU with Goswami Ganesh Dutta Sanatan Dharma College, Chandigarh as per the terms and conditions set out hereunder:




Principal
G.G.D.S.D. College,
Chandigarh



Now this MoU witnesses as under:

1. Scope of the MoU

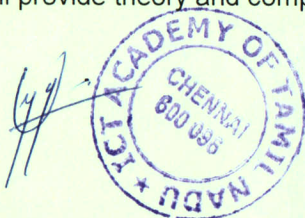
- 1.1 Goswami Ganesh Dutta Sanatan Dharma College, Chandigarh hereby agrees to host the Employability Skill Development Training being offered by ICT Academy.
- 1.2 Goswami Ganesh Dutta Sanatan Dharma College, Chandigarh, would collaborate to implement the Employability Skill Development Training for unemployed youth under the Reliance Home Finance & Reliance Money Social Initiative Project. The program to be implemented is "Skill Training in Financial Literacy" for the final year graduating students / graduated students from the University.

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 Goswami Ganesh Dutta Sanatan Dharma College, Chandigarh

- 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 200 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 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.



Balraj Singh
Principal
G.G.D.S.D. College,
Chandigarh

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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 ICT Academy will provide with Rs. 20,000.00 (Rupees Twenty 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 and for the Photo and Video Shoots during the inauguration and completion.
- b) Rs. 5000.00/- to the Co-Ordinator of the Training Program for organizing, monitoring and reporting of the Training Program.

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 Goswami Ganesh Dutta Sanatan Dharma College, Chandigarh, 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 1st.Feb 2020 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

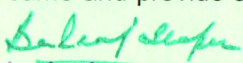
7.1 The Parties shall treat all information, documents, contents and materials pertaining to ICT Academy or to Goswami Ganesh Dutta Sanatan Dharma College, Chandigarh provided under this MoU as confidential.

7.2 **ICT Academy** or to **Goswami Ganesh Dutta Sanatan Dharma College, Chandigarh**, 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, to Goswami Ganesh Dutta Sanatan Dharma College, Chandigarh, 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.




Principal
G.G.D.S.D. College,
Chandigarh



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 to Goswami Ganesh Dutta Sanatan Dharma College, Chandigarh 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 Goswami Ganesh Dutta Sanatan Dharma College, Chandigarh, 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 to Goswami Ganesh Dutta Sanatan Dharma College, Chandigarh
- (b) Any negligence on the part of to Goswami Ganesh Dutta Sanatan Dharma College, Chandigarh

10. NOTICE

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 to Goswami Ganesh Dutta Sanatan Dharma College, Chandigarh 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 26th Day of December 2019.

For ICT Academy



Name: K.A. Vijayan

Designation: Deputy General Manager-Projects

for to Goswami Ganesh Dutta Sanatan
Dharma College, Chandigarh

Principal
G.G.D.S.D. College,
Chandigarh

Authorised Signatory

PRINCIPAL
Name: DR. BALRAJ THAPAR
Designation:

PRINCIPAL
Principal
G.G.D.S.D. College,
Chandigarh