

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into at Chennai on this 24th day of March 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

Wavoo Wajeeha Women's College of Arts and Science, being the beneficiary of this MoU having its principal place of business at **Wavoo Wajeeha Women's College of Arts and Science, Thiruchendur Road, Kayalpatnam, Tuticorin -628204**. Duly represented (hereinafter referred to as, Wavoo Wajeeha Women's College of Arts and Science,, which expression shall, wherever the context so permits mean and include successors and assigns.)

WHEREAS

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 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, Thiru. V. Balakrishnan, Chairman, Micrograam, Thirumathy. Rajshree Pathy, Chairman & Managing Director, Rajshree Sugars & Chemicals Ltd., 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 **Wavoo Wajeeha Women's College of Arts and Science**, as per the terms and conditions set out hereunder:



A handwritten signature in black ink, consisting of a stylized 'W' followed by a horizontal line and a diagonal stroke.

Now this MoU witnesses as under:

1. Scope of the MoU

- 1.1 **Wavoo Wajeetha Women's College of Arts and Science**, hereby agrees to become the **ICT ACADEMY Skill Development Centre for Implementation of Skill Development Training Courses** being offered by of ICTACADEMY.
- 1.2 **ICT ACADEMY** and **Wavoo Wajeetha Women's College of Arts and Science**, would collaborate to implement the Skill Development Training Programmes.

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.

3. Role of Wavoo Wajeetha Women's College of Arts and Science,

- 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 totally of 200 hours 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 at least 5 students narration of the experience of 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 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 setup.
- b) Rs. 5000.00/- to the Coordinator 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, ICT ACADEMY shall communicate to **Wavoo Wajeeha Women's College of Arts and Science**, 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 26th FEBRUARY 2017 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 **Wavoo Wajeeha Women's College of Arts and Science**, provided under this MoU as confidential.

7.2 **ICT ACADEMY** or **Wavoo Wajeeha Women's College of Arts and Science**, 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, **Wavoo Wajeeha Women's College of Arts and Science**, 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**.



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. **Wavoo Wajeetha Women's College of Arts and Science**, 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 **Wavoo Wajeetha Women's College of Arts and Science**, 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 **Wavoo Wajeetha Women's College of Arts and Science**,
- (b) Any negligence on the part of **Wavoo Wajeetha Women's College of Arts and Science**,

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 **Wavoo Wajeetha Women's College of Arts and Science**, 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 March 2017.

For ICT ACADEMY

Name: **K.A. Vijayan**

Designation: **Deputy General Manager – Projects**



For Wavoo Wajeetha Women's College of Arts and Science

Authorised Signatory

J. Ellora
24/3/17

Name: **J. ELLORA**

Designation: **PRINCIPAL**