# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into at Jammu on this 12<sup>th</sup> day of February, month in the year 2021

#### **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

Government College of Engineering and Technology, Chak Bhalwal, Jammu- 181122 being the beneficiary of this MoU having its principal place of business at Chak Bhalwal, Jammu, duly represented its Dr Sameru Sharma, Principal, hereinafter referred to as "Government College of Engineering and Technology, Chak Bhalwal, Jammu- 181122" which expression shall, wherever the context so permits mean and include successors and assigns.)

#### **WHEREAS**

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.

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.

Through its various initiatives, ICT Academy has been part of strengthening the India's four important visions on Skill India, Digital India, Startup India and Make in India.

ICT ACADEMY is agreeable to enter into this MOU with **Government College of Engineering and Technology**, **Chak Bhalwal**, **Jammu-181122**, as per the terms and conditions set out hereunder:

Now this MoU witnesses as under:

1. Scope of the MoU

of Engg.

Government College of Engineering and Technology, Chak Bhalwal, Jammu- 181122, hereby agrees to implement Jammu & Kashmir Employability Enhancement Training (JEET)

initiated by All India Council of Technical Education (AICTE), in order to enhance the competency based Employability Enhancement Training, to the Pre Final Year and Final Year students of their Engineering & Technology departments.

ICT ACADEMY and Government College of Engineering and Technology, Chak Bhalwal, Jammu- 181122 would collaborate to implement Jammu & Kashmir Employability Enhancement Training Program (JEET) in various sectors for 150 no of Students in the respective Institution.

#### 2. Role of ICT ACADEMY

- 2.1 Shall Support on student 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 Government College of Engineering and Technology, Chak Bhalwal, Jammu-181122

- 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 Organise an Inauguration function and cover the training with Photographs & Videos.
- 3.5 Shall provide an Audio/visual classroom & computer lab to conduct the training program
- 3.6 Submit all acknowledgements and reports as per the requisites of the Project.
- 3.7 Shall provide Training schedule and ensure the successful completion of training of 150 to 160 hours mentioned in Annexure 1, according to the courses opted by the college from the below list

or Engg. & Joseph Principal Principal

S. No	Name of the Course	Industry Partner	Target Audience
1	AutoCAD	Autodesk	Mech, Civil, Automobile & Architecture
2	Digital Prototyping using Inventor	Autodesk	Mechanical
3	Building Information Modelling using Revit Architecture	Autodesk	Civil
4	Fusion 360	Autodesk	Mechanical & Civil
5	Salesforce Business administration specialist	Salesforce	Management
6	Digital Marketing	Google	Management
7	Data Analytics	Qlik	CSE, IT, MCA, ECE, EEE
8	Robotics Process Automation	Automation Anywhere	CSE, IT, MCA, ECE, EEE
9	Cloud Practitioner & Cloud Architecture	Amazon Web Services (AWS)	CSE,IT,MCA
10	Virtualisation Using Vsphere ICM 6.5 & Cloud	VMware	CSE, IT, MCA, ECE, EEE
11	Cyber Security Infrastructure Configuration	Palo Alto Networks	CSE, IT, MCA, ECE, EEE
12	Machine Learning & Artificial Intelligence	Intel & IBM	CSE, IT, MCA, ECE, EEE
13	Declarative Development of Platform App Builders	Salesforce	CSE, IT, MCA, ECE, EEE

# 4. Operation of this MoU

4.1 Upon execution of this MoU, ICT ACADEMY shall communicate to **Government College of Engineering and Technology, Chak Bhalwal, Jammu- 181122** 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.

#### 5. Validity of this MoU

- 5.1 The validity of this MoU would be for 2 years from the date of signing the MoU for the proposed Jammu & Kashmir Employability Skill Training. The MoU may be renewed on mutually agreed terms between the Parties.
- 5.2 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.



#### 6. CONFIDENTIALITY

- 6.1 The Parties shall treat all information, documents, contents and materials pertaining to ICT ACADEMY or Government College of Engineering and Technology, Chak Bhalwal, Jammu-181122 provided under this MoU as confidential.
- 6.2 ICT ACADEMY or Government College of Engineering and Technology, Chak Bhalwal, Jammu- 181122 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.
- 6.3 The confidentiality of information shall survive the termination of this Agreement.
- 6.4 Upon the termination of this MOU, Government College of Engineering and Technology, Chak Bhalwal, Jammu- 181122, 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

# 7. INTELLECTUAL PROPERTY

7.1 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. Government College of Engineering and Technology, Chak Bhalwal, Jammu- 181122, shall not infringe the intellectual property rights of ICT ACADEMY and shall duly intimate of any such infringement by any third parties.

#### 8. INDEMNITY

Both Government College of Engineering and Technology, Chak Bhalwal, Jammu- 181122 and ICT Academy agree to hold harmless and indemnify each other,, 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 either party
- (b) Any negligence on the part of either party

# 9. NOTICES

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

# 10. 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.

### 11. 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 Government College of Engineering and Technology, Chak Bhalwal, Jammu-181122 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 12th day of February 2021.

For ICT Academy

B. Raghava Srinivasan Head - Corp & Govt Initiatives

Witness:

LOVETESH KUMAR Project Manager ICT Academy

For Government College of Engineering and Technology, Chak

Bhalwal, Janoniu- 181122

Name Dr. Designation

Witness:

Principal