

ICTACT

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into at Chennai on this 22<sup>nd</sup> day of November month in the year 2014.

### BETWEEN

**M/s ICT Academy of Tamil Nadu**, a non profit Society incorporated under the Tamilnadu Societies Registration Act, 1975 and having its Office at ELCOT Complex, 2-7 Developed Plots, Industrial Estate, Perungudi, Chennai 600 096 (hereinafter called as "**ICTACT**" which expression shall, wherever the context so permits mean and include successors and assigns.)

### AND

**Sri G.V.G Visalakshi College for Women** being the beneficiary of this MoU having its principal place of business at **S.V. Mills (Post), Udumalpet, Pincode : 642 128**, duly represented (hereinafter referred to as "**Sri G.V.G Visalakshi College for Women**", "which expression shall, wherever the context so permits mean and include successors and assigns.)

### WHEREAS

ICTACT 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 ICTACT is to train the faculty members of Engineering, Arts and Science Colleges, Polytechnics and ITI's across Tamil Nadu. ICTACT 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 ICTACT is led by a Governing body chaired by Mr.Lakshmi Narayanan of Cognizant Technologies. Other members are Thiru. T.K Ramachandran IAS, Secretary of I.T, Government of Tamil Nadu, Thiru. Atul Anand IAS, Managing Director, ELCOT, Thiru.R.Chandrasekhar, President of NASSCOM, Thiru. V. Balakrishnan, Chairman of Microgram, Thiru. Ganesh Lakshminarayanan - Managing Director Mu Sigma India operations, Thiru.K.Ganesan - Vice President, Human Resources of TCS and Thiru. M. Sivakumar- CEO, ICTACT.

ICTACT is agreeable to enter into this MOU with **Sri G.V.G Visalakshi College for Women**, as per the terms and conditions set out hereunder:



Now this MoU witnesses as under:

### 1. Scope of the MoU

- 1.1 **Sri G.V.G Visalakshi College for Women** hereby agrees to become the **Nodal Centre for Implementing Banking , Financial Services and Insurance (BFSI) Training** of ICTACT.
- 1.2 **ICTACT** and **Sri G.V.G Visalakshi College for Women** , would collaborate to implement the BFSI Training Program for **50 unemployed youth** from the respective district.

### 2 Role of ICTACT

- 2.1 Shall Support on students acquisition and Screening process for the Selection of Students for the program.
- 2.2 Shall provide Course Materials to the Trainees and required training Materials to faculty / Trainers
- 2.3 shall provide training and orientation for the Faculty /Trainers of the College to conduct the training program.
- 2.4 Certification to all the trainees on successful completion of the training.
- 2.5 Would support placement facilitation to all successful candidates on completion of the training program.

### 3 Role of Sri G.V.G Visalakshi College for Women ,

1. Should work along with ICT Academy of Tamilnadu in acquiring 50 Graduates passed out during 2013 – 2014 for taking up the Training.
2. Should appoint one coordinator to coordinate between ICTACT and trainers until the completion of the Training.
3. should provide minimum 2 trainers/ faculty who will handle the below mentioned modules
4. The Training period will be totally of 150 Hrs as per the modules given below.

Module 1. Introduction to BFSI and Financial Instruments	- 100 hrs
Module 2. Business Communication and Customer Management	- 30 hrs
Module 3. PC and Data Skills	- 20 hrs
5. Should provide Training schedule and ensure the successful completion of training of 150 hours.
6. should provide theory and computer lab to conduct the training programme
7. Should assure trainers /faculty members to be regular in attendance and abide by the process and reporting systems of the project, assessments until project completion.
8. Should Issue Completion Certificate on completion of 150 hours of training.

### 4 Payment Terms

- 4.1 The ICTACT shall pay a Sum of **Rs 50,000/- (Rupees Fifty Thousand only)** as implementation fee to the Nodal centre.





## 5 Operation of this MoU

- 5.1 Upon execution of this MoU, ICTACT shall communicate to **Sri G.V.G Visalakshi College for Women**, the training schedules. Thereupon, the Parties shall mutually discuss and agree on the operational terms based on which ICTACT would offer its services.

## 6 Validity of this MoU

- 6.1 The validity of this MoU would be for the completion of the 150 hours of the BFSI Training from the date of signing. The MoU may be renewed on mutually agreed to 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 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 ICTACT or **Sri G.V.G Visalakshi College for Women**, provided under this MoU as confidential.
- 7.2 ICTACT or **Sri G.V.G Visalakshi College for Women**, 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, Sri G.V.G Visalakshi College for Women, shall return all the contents, training materials and such other information provided by ICTACT 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 ICTACT.

## 9 INTELLECTUAL PROPERTY

- 9.1 All the intellectual property rights with respect to the programs, contents provided by ICTACT shall vest with ICTACT 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 ICTACT. **Sri G.V.G Visalakshi College for Women**, shall not infringe the intellectual property rights of ICTACT and shall duly intimate of any such infringement by any third parties.

## 10 INDEMNITY

- 10.1 **Sri G.V.G Visalakshi College for Women**, agrees to hold harmless and indemnify the ICTACT, 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 of **Sri G.V.G Visalakshi College for Women**,
- (b) Any negligence on the part of **Sri G.V.G Visalakshi College for Women**,



## 11. NOTICES

11.1 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.

## 12. 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.

## 13. 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 ICTACT, the other to be appointed by Sri G.V.G Visalakshi College for Women , 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 22<sup>nd</sup> day of November 2014.

**For ICT Academy of Tamilnadu**

**For Sri G.V.G Visalakshi College for Women,**

Name: **Mr. B. Anbuthambi**

**Authorised Signatory**

Designation: Vice President - Education Initiatives.

