

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into at Chennai on this 1st day of April 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

Nadar Mahajana Sangam SERMATHAI VASAN COLLEGE FOR WOMEN, Madurai being the beneficiary of this MoU having its principal place of business at Avaniyapuram , Madurai 625012 Tamil Nadu duly represented its, Dr.D.Karthiga Rani, PRINCIPAL (hereinafter referred to as Nadar Mahajana Sangam SERMATHAI VASAN COLLEGE FOR WOMEN, Madurai 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 12 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, Start-up India and Make in India.

ICT Academy is agreeable to enter into this MOU with Nadar Mahajana Sangam SERMATHAI VASAN COLLEGE FOR WOMEN, Madurai as per the terms and conditions set out hereunder:

Now this MoU witnesses as under:

#### 1. SCOPE OF THE MOU

Nadar Mahajana Sangam SERMATHAI VASAN COLLEGE FOR WOMEN, Madurai, hereby agrees to implement Entrepreneurship Cluster Development Program for the students aspiring to become entrepreneurs in their institution. An initiative to nurture aspiring students/entrepreneurs across the State of Tamil Nadu and guide them towards beginning/running a successful business enterprise on their own.

ICT Academy and Nadar Mahajana Sangam SERMATHAI VASAN COLLEGE FOR WOMEN, Madurai would collaborate to implement Entrepreneurship Cluster Development Program for 100 no of Students in the respective Institution.



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 Marketing Collaterals
- 2.3. Shall provide Handouts to the beneficiaries if any available
- 2.4. Shall provide Self learning access to the students.
- 2.5. Conduct Assessments as and when required.
- 2.6. Certification to all successful students on fulfilling the criteria.
- 2.7. Conduct Awareness Sessions, Mentoring Sessions, Training sessions as per the project plan

### 3. **ROLE OF NADAR MAHAJANA SANGAM SERMATHAI VASAN COLLEGE FOR WOMEN, MADURAI,**

- 3.1. Shall work along with ICT Academy in mobilising the students from 2021 – 2022 passing out/Passed out Students to take up the Training.
- 3.2. Should take declaration from the student that they will not discontinue the program
- 3.3. Shall appoint one coordinator to coordinate between ICT Academy and the Institution
- 3.4. Organise an Inauguration function and cover the training with Photographs & Videos.
- 3.5. Shall provide necessary infrastructure if any required.
- 3.6. Submit all acknowledgements and reports as per the requisites of the Project.

### 4. **OPERATION OF THIS MOU**

Upon execution of this MoU, ICT Academy shall communicate to Nadar Mahajana Sangam SERMATHAI VASAN COLLEGE FOR WOMEN, Madurai 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**

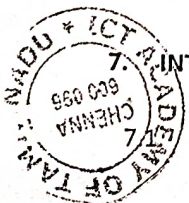
- 5.1. The validity of this MoU would be for 2 years from the date of signing the MoU for the proposed Entrepreneurship Development Program The MoU may be renewed on mutually agreed terms between the Parties.
- 5.2. The Parties shall enter into firm binding agreements on the areas which are not covered 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 Nadar Mahajana Sangam SERMATHAI VASAN COLLEGE FOR WOMEN, Madurai provided under this MoU as confidential.
- 6.2. ICT Academy or Nadar Mahajana Sangam SERMATHAI VASAN COLLEGE FOR WOMEN, Madurai I 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, Nadar Mahajana Sangam SERMATHAI VASAN COLLEGE FOR WOMEN, Madurai 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**

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. Nadar Mahajana Sangam SERMATHAI VASAN COLLEGE FOR WOMEN, Madurai shall not infringe the intellectual property rights of ICT Academy and shall duly intimate of any such infringement by any third parties.

#### 8. INDEMNITY

8.1. Both Nadar Mahajana Sangam SERMATHAI VASAN COLLEGE FOR WOMEN, Madurai 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 registered 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 Nadar Mahajana Sangam SERMATHAI VASAN COLLEGE FOR WOMEN, Madurai 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 1<sup>st</sup> day of April 2021

For ICT Academy

For Nadar Mahajana Sangam SERMATHAI VASAN  
COLLEGE FOR WOMEN, Madurai




Name: V. Poornaprakash  
Designation: State Head-TN

Name : , Dr.D.Karthiga Rani,,  
Designation : PRINCIPAL




Witness



Relaksh Lip  
Manager.

Witness



S. Anand  
Asst. Prof. of Commerce  
EDC Coordinator.