

3.5.1/ NUMBER OF MOUS

MOU: ICT ACADEMY

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into at KEEL ALATHUR, GUDIYATHAM on this 7th 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

"SREE ABIRAAMI ARTS & SCIENCE COLLEGE FOR WOMEN", being the beneficiary of this MoU having its principal place of business at KEEL ALATHUR, GUDIYATHAM- 635 803, VELLORE DISTRICT, duly represented its Dr.R.S.VETRIVEL, PRINCIPAL (hereinafter referred to as "SAWC" 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 "SAWC", as per the terms and conditions set out hereunder:

Now this MoU witnesses as under:

1. SCOPE OF THE MOU

"SAWC", 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 "SAWC" would collaborate to implement Entrepreneurship Cluster Development Program for 100 no of Students in the respective Institution.



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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 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 SREE ABIRAAAMI ARTS & SCIENCE COLLEGE FOR WOMEN

- 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 "SAWC" 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

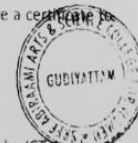
- 5.1. The validity of this MoU would be for 2 years from the date of signing the MoU for the proposed Entrepreneurship Development Program The MoU may be renewed on mutually agreed terms between the Parties.
- 5.2. The Parties shall enter into firm binding agreements on the areas which are not covered 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 "SAWC" provided under this MoU as confidential.
- 6.2. ICT Academy or "SAWC" 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, "SAWC" 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 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. "SAWC", shall



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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 "SAWC" 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 "SAWC" 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 7th day of APRIL 2021.

For ICT Academy

For SREE ABIRAAMI ARTS & SCIENCE COLLEGE FOR WOMEN

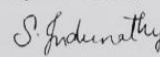


Name: Mr. POORNAPRAKASH
Designation: STATE HEAD
Company Name: ICT ACADEMY



Witness: Mr. MURUGAVEL
Designation: RELATIONSHIP MANAGER
Company Name: ICT ACADEMY

Name: Dr. R. S. VETRIVEL
Designation: PRINCIPAL
College Name: SAWC



Witness: S. INDUMATHY
Designation: ASSISTANT PROFESSOR
College Name: SAWC





தமிழ்நாடு தமில்நாடு TAMIL NADU (கி-10)-

47AA 063999

சாமிநாதன்.

சுபலப்பாறை

SREE ABIRAAMI ARTS AND SCIENCE COLLEGE FOR WOMEN.

M. K. கோகுலராணி,
சுத்தமரத்தாள் கிழக்கையாள்,
L. No. 39/GTM/2008
வெலூர். குடியத்தம் Tk.

MEMORANDUM OF UNDERSTANDING
(MoU)

BETWEEN

SREE ABIRAAMI ARTS AND SCIENCE COLLEGE FOR WOMEN

(Affiliated to Thiruvalluvar University)

Keelalathur, Gudiyatham - 635803,

Vellore District

&

MARS COMPUTER EDUCATIONS

(Run by MARS Educational and Charitable Trust)

Corporate Office : #7/1, Anna Street, Ambapuram.

Gudiyatham - 632602, Vellore District

G. R. j. m.

PRINCIPAL

SREE ABIRAAMI ARTS AND SCIENCE COLLEGE FOR WOMEN

GUDIYATTAM - 635 803,
VELLORE DISTRICT.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (here in after called as 'MoU') is entered into on this the 01.06.2018 by and between

Sree Abiraami Arts and Science College for Women, Keelalathur, Gudiyatham, The First Party represented herein by its Name of Competent Authority / Representative (herein referred as 'first Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in – office, administrators and assigns).

AND

Mars Computer Educations, Ambapuram, Gudiyatham, The Second Party, and represented herein by its Zonal / Divisional Head, Name of Competent Authority/ Representative, (herein after referred to as 'Second Party', Institution which express unless excluded by or repugnant to the subject of context shall include its successors – in – office, administrators and assigns).

(First Party and Second Party are herein after jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

- A) First Party is a Higher Educational Institution named:
Sree Abiraami Arts and Science College For Women, Keelalalthur, Gudiyatham
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) – **MARS Computer Education** – , the Second Party is engaged in providing new

and good quality courses through training, implementing it through the best instructors in a systematic manner.

- F) **- MARS Computer Education -**, the Second Party is promoted by **promoter name** Group; Address and background of the Institution.
- G) Give related information, its branches, and dimensional information about the course concerned with whom the MoU is sworn.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

**CLAUSE 1
CO - OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2
SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up - gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them ready.
- 2.4 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatever nature required for offering the Programmes on the terms specified herein
- 2.5 There is no financial commitment on the part of the **Sree Abiraami Arts and Science College for Women**, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3
INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4
VALIDITY

- 4.1 This Agreement will be valid for 5 year or until it is expressly terminated by either Party on mutually agreed terms, during which period **Mars Coputer Education**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Mars Coputer Education**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.

4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

Clause 5
RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **Sree Abiraami Arts and Science College for Women** and **Mars Computer Education** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.


AGREED

For **Sree Abiraami Arts and Science College for Women**

For **Mars Computer Education**


Authorized Signatory

Authorized Signatory


PRINCIPAL
Sree Abiraami Arts and Science College for Women
GUDIYATHAM, VELLORE DISTRICT.

Mars Computer Education

Keelalthur, Gudiyatham, Vellore District

#7/1, Anna Street, Ambapuram, Gudiyatham – 632602, Vellore District

Phone number : 7639003546


Phone number : 9710589231

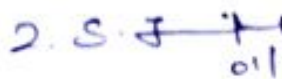
Email id : Abiraami.office@gmail.com

Email id : marseducationacademy@gmail.com

Witness 1:

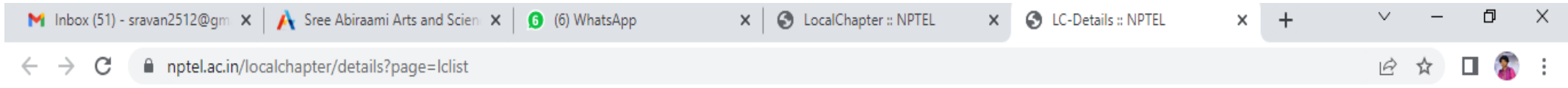
Witness 2:

1. 
01/06/2018
[D. SUMATHI]

2. 
01/06/2018
[S. JEEVITHA]

NPTEL – L Local Chapter:

<https://nptel.ac.in/localchapter/details?page=lclist>



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Q Sree Abiraami

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College Name	LC Id	Status	Address	State	SPOC Name	Co-ordinated by
SREE ABIRAAMI ARTS AND SCIENCE COLLEGE FOR WOMEN	3226		KEELALATHUR, GUDIYATTAM-635803 VELLORE-635803	TAMIL NADU	DR. R. S.VETRIVEL	IIT MADRAS