

# **Memorandum of Understanding**

**Between**

 **ICTACADEMY**

**ICT Academy**

**And**



**Gargi College, South Delhi**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered on this day of .....

### BETWEEN

M/s ICT Academy, a non profit Society incorporated under the Tamilnadu Societies Registration Act, 1975 and having its Office at B – 308 & 309, Som Dutt Chamber – 1, Bhikaji Cama Place, New Delhi – 110066 (hereinafter called as "ICT ACADEMY" which expression shall, wherever the context so permits mean and include successors and assigns.)

### AND

Gargi College is having its office at Siri Fort Road New Delhi-110049 Ph:-011-26494544 India (hereinafter called as "Gargi College" which expression shall, wherever the context so permits mean and include successors and assigns.)

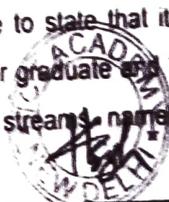
### WHEREAS

ICT ACADEMY is established as a society with Initiative of Government of India, State Governments and Industry. It is the pioneering venture under the public-private-partnership (PPP) model that endeavours to train the higher education teachers 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 the nation. 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.

### About Gargi College

Welcome to Gargi College, situated at a very prime location of South Delhi. Gargi College has enjoyed an excellent academic reputation since its inception in 1967 and students continue to excel. It gives me immense pleasure to state that it has taken long strides and grown to more than 4000 students, 200 teachers, 21 under graduate and 3 post graduate courses, with the aim of providing quality Education to girls in all four streams namely science, commerce, humanities and education. College has a



bioinformatics facility, state of art laboratories, ICT enabled class rooms, Wi-Fi Campus, Auditorium, Seminar Hall, Computerized Library and vast sports field. In short, it is equipped with every facility under one name.

ICT ACADEMY is agreeable to enter into this MOU with *Gargi College* as per the terms and conditions set out hereunder:

Now this MoU witnesses as under:

## 1. Scope of the MoU

1.1 The Gargi College hereby agrees to become the **Institutional Member** of ICT ACADEMY

1.2 ICT ACADEMY and Gargi College would collaborate to offer services to the faculty members of the college in the areas of Information and Communication Technology.

## 2 Role of ICT ACADEMY

2.1 ICT ACADEMY shall conduct minimum of two industry relevant faculty development training program every year in the domain of ICT,

2.1.1 1 Technical FDPs will be conducted for One week (5 days) (Topic & Date decided on mutual discussion)

2.1.2 1 Non-technical FDP will be conducted for 3 days (Topic & Date decided on mutual discussion)

2.1.3 Invitation to all the Virtual FDP's will be sent to Gargi College for nominating their faculty members to participate.

2.2 ICT ACADEMY shall provide faculty training and certification for minimum of 10 faculty members of *Gargi College* for every course, however the maximum number of faculties may exceed up to 15 faculty members per course whenever the venue is at *Gargi College* campus

2.3 ICT ACADEMY shall provide various domain specific training programs either drawn from the Industry or approved by the industry at a subsidized cost to the students of the affiliated institutions based on the interest of the institution

2.4 ICT Academy shall also support the institution in getting the membership and resources from various corporate partners to the university.

2.4.1 ICT Academy will organize 2 conclaves at *Gargi College* based on the confirmation from the institution.

- HR Conclave
- Startup Conclave
- Technical Conclave



Dates will be decided by the member institution (Preferably on a Saturday) and the request form need to be submitted 30 to 45 days in advance.

2.5 ICT ACADEMY would provide training to 3 teachers of *Gargi College* on every training program apart from the 10 certifications as specified in clause 2.2 whenever the venue is out of the *Gargi College* campus

2.6 ICT ACADEMY would invite *Gargi College* to nominate two teachers on every special training program at free of cost.

2.7 ICT ACADEMY would provide online access to ICT ACADEMY research journals on quarterly basis at free of cost.

- ICTACT Journal on Communication Technology (IJCT)
- ICTACT Journal on Image & Video Processing (IJVP)
- ICTACT Journal on Soft Computing (IJSC)
- ICTACT Journal on Microelectronics (IJME)
- ICTACT Journal on Management Studies (IJMS)
- ICTACT Journal on Data Science and Machine Learning (JDML)

2.8 ICT ACADEMY shall notify about the programs to *Gargi College* and assist in the active participation of faculty members.

2.9 Free Software, Tools, Training & Assessment from ICT ACADEMY Technology Partners

**2.9.1 Oracle Academy**

2.9.2 Free Software – Oracle 11 G (120 Licenses) & Trained faculty will train and certify any number of students at free of cost

2.9.3 The 120 licenses will be provided to each department for the colleges opting for ICT Academy Membership

2.9.4 The licenses provided by Oracle is Academic version which is not meant for Commercial Purpose.

2.9.5 Through the installed licenses trained and certified faculty members will teach the students, provide soft copy materials, conduct exam in Oracle portal and sign the certificate of Oracle for the students.

2.9.6 Faculty members will be trained in Oracle Java Fundamentals and **Java Programming & Oracle Programming using PL/SQL**

2.9.7 No cost involved for the faculty or students to get trained and certified in Oracle programs mentioned above.

2.9.8 The licenses provided by Oracle is valid for 3 years which will be renewed after the mentioned period

2.9.9 The certificate which the faculty getting from Oracle is globally valid

**2.10 Amazon Web Services Educate member**

2.10.1 On-line training program from Amazon Web Services (AWS-Educate), at free of cost for one year (\$150 credit for each faculty & \$75 credit for each student)

- 2.10.2 Provide educators and students with resources for cloud-related learning. Those at member institutions receive twice as many AWS credits, demos and special on-campus programs.
- 2.10.3 Professors, teaching assistants, and educators receive access to AWS technology, open source content for their courses, training resources, and a community of cloud evangelists.
- 2.10.4 Students receive credits for hands-on experience with AWS technology, training, content, career pathways and the AWS Educate Job Board.
- 2.10.5 Path to Cloud Learning
- 2.10.6 AWS Educate Cloud Career Pathways provide students with access to credits, training, and the option to choose their desired cloud career. AWS Educate delivers a personalized path that includes content, knowledge checks, and badging that guides them through the learning process. The Cloud Career Pathways are available in all countries globally, with some exceptions.
- 2.10.7 Find Cloud Job
- 2.10.8 The AWS Educate Job Board includes entry-level cloud jobs from global employers and companies. Students can search job requisitions that match their selected job family and skill set, and apply for positions directly in the Job Board. Features associated with the AWS Educate Job Board are available in all countries globally, with some exceptions.

### 3. Youth Contests

- ICT Academy Youth Talk
- National Communication Skills Challenge
- VMware VITA Day
- AWS Cloud Literacy Day

All member college students can take part in both the contests with no cost implications and the winner of the contests will be awarded with cash prizes and trip to foreign countries

### 4. Supporting International / National Conferences – (All Disciplines, according to the scope of ICT Academy)

- Articles selected in the conference will undergo one review process to ensure the quality of the paper and it will be published based on the recommendation from the reviewer. ICT ACADEMY will support the colleges in bringing Experts and Professionals from Academia and Corporate to enable the colleges to get the relevant resources according to the conference titles

### 5. Role of Gargi College

- Gargi College shall identify and depute one Dean / HOD as single point of contact for ICT ACADEMY activities at the university.
- Gargi College shall provide the following infrastructure at its campus for the programs to be conducted by ICT ACADEMY.
  - Computer Lab Infrastructure with 50 seat capacity

- b. LCD projector & Screen, White board and other AV equipment's
- c. *Gargi College* hereby undertakes that it shall not utilise the contents, training materials, and such other information provided hereunder beyond the scope of this MoU and shall not share such information with any third party or render services utilising the materials, contents, training materials to third parties without the consent of ICT ACADEMY.
- d. *Gargi College* shall provide necessary food facilities to the participating faculty members at no profit no loss and the nominal fee would be charged from the participant faculty members during registration. *Gargi College* shall also provide necessary food facility free of cost to the resource persons during the programs to be conducted by ICT ACADEMY at *Gargi College* campus.
- e. *Gargi College* shall send a formal communication to all its departments to nominate faculty members for the FDPs jointly organized by ICT Academy.

**f. Institutional Membership Fees**

*Gargi College* has agreed to pay Rs. 20650/- (Twenty thousand Six Hundred Fifty only) (Inclusive of 18% GST) to become the Institutional Member of ICT Academy. And the payment details are as follows Cheque / DD / NEFT No:

**Other Terms**

- g. Both the Parties shall explore & jointly develop new courses for the teachers from time to time, the terms for the same will be discussed as and when required and mutually agree upon the terms and the commercials in writing.
- h. Both the Parties shall explore to work on specific ICT related research areas as per the industry requirements and agreed upon by both the parties.

**6. Operation of this MoU**

- a. Upon execution of this MoU, ICT ACADEMY shall communicate to the *Gargi College* the training schedules. Thereupon, the Parties shall mutually discuss and agree on the operational terms based on which ICT ACADEMY would offer its various other services.

**7. Validity of this MoU**

- a. The MoU may be renewed on completion of one year and on the terms mutually agreed to between the Parties. Being failed on which will stand suspended until resolved.
- b. 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.

## 8. CONFIDENTIALITY

- a. The Parties shall treat all information, documents, contents and materials pertaining to ICT ACADEMY or Gargi College provided under this MoU as confidential.
- b. ICT ACADEMY or Gargi College 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.
- c. The confidentiality of information shall survive the termination of this Agreement.
- d. Upon the termination of this MoU, Gargi College 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 destroy the same and provide a certificate that to ICT ACADEMY.

## 9 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. The Gargi College shall not infringe the intellectual property rights of ICT ACADEMY and shall duly intimate of any such infringement by any third parties.

## 10 INDEMNITY

10.1 Both Parties agrees to hold harmless and indemnify, 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 both parties
- (b) Any negligence on the part by both parties

## 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 Delhi.

**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 ICT ACADEMY, the other to be appointed by Gargi College 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 Delhi.

In witness whereof the Parties have executed this MoU on this day of 15<sup>th</sup> October 2020.



For ICT Academy

Name: Kamlesh Singh

Designation: State Head.

Witness 1

For Gargi College

Name: Prof. Pramila Kumar

Designation: Principal (offs)

Witness 2