

# **Memorandum of Understanding**

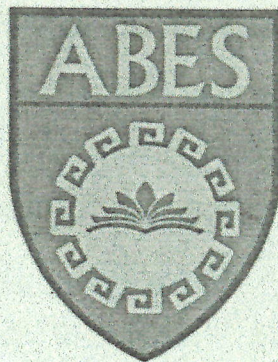
**Between**

**ICT ACADEMY**

**Innovate... Collaborate... Educate...**

**ICT Academy**

**And**



Estd. 2000

**ABES Engineering College**

**Ghaziabad**



## Memorandum of Understanding

This Memorandum of understanding entered in to at Ghaziabad on 21<sup>st</sup> August 2018

### Between

M/S ICT Academy, a 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 Tamil Nadu, India

### AND

ABES Engineering College having its office at Campus -1, 19th KM Stone, NH-24, Ghaziabad U.P., India. ABES EC is the leading institution in AKTU. It has achieved excellence in academics by consistently securing the First position for consecutively 6 semesters in University academic result. The placement records for the year 2017-18 are the highest with 1200+ job offers for Engineering and Management students.

Mr. Ved Prakash Goel, founder of the institution started this journey in 1999 with a belief to provide the best quality of education to young minds in Technology & Management. The ABES family welcomes the students with a promise to deliver the best guidance to shape their career.”

### 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.

ICT Academy was started to meet the skill requirements of the industry and generate more employment especially in tier 2 and 3 towns, the rural parts of the country. The organization was formed with representations from the State Government of Tamil Nadu, leading companies in the ICT industry and National Association of Software Services Companies (NASSCOM) in India.

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.

ICT Academy has approached ABES Engineering College to be the nodal institution of ICT Academy to offer various courses to the teachers of the college



Prof. Geendra Singh  
Director  
ABES Engineering College  
Ghaziabad

21/8/2018



- 1.4.1 Computer Lab infrastructure (Hardware, software and peripherals)
- 1.4.2 Training room for conducting the training programs
- 1.4.3 Conference Hall /seminar Hall/Auditorium
- 1.4.4 LCD projector and screen
- 1.4.5 Local Transport and accommodation, for the trainers & experts (If any)

1.5 The teachers of ABES Engineering College would attend some special training programs at ICT Academy campus, ELCOT complex, Perungudi. ICT Academy shall provide necessary infrastructure for the conductance of the training program.

1.6 ABES Engineering College hereby undertakes that it shall not utilize 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 utilizing the materials, contents, training materials to the third parties without the consent of ICT Academy except for academic activities.

1.7 ICT Academy agrees to provide various domain specific training program to the teachers in the college on regular basis

1.8 ICT Academy shall bring industry certified trainers of the ABES Engineering College on every program conducted for the teachers of ABES Engineering College

1.9 Both the parties shall explore to work on specific ICT related research areas as per the industry requirement and agreed upon by both the parties

## 2. Institutional Membership Fees

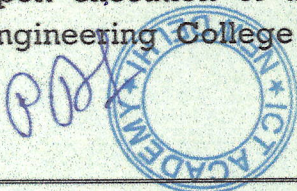
ABES Engineering College has agreed to pay Rs. 70,000/- (Rupees Seventy Thousand only) to become the Institutional Member of ICT Academy. And the payment details are as follows Cheque/DD No: 10004182372523

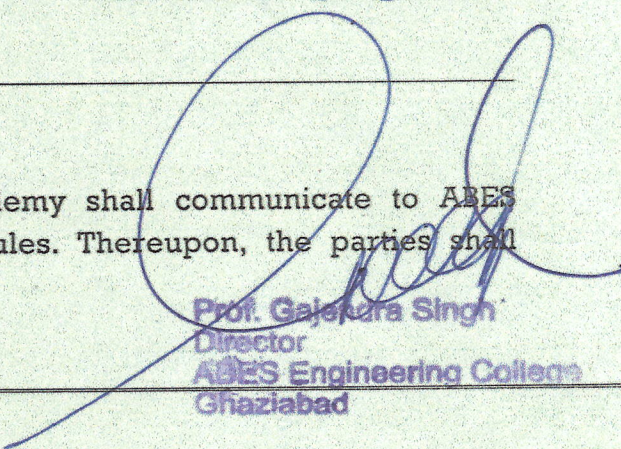
Dated : 21 Aug 2018

Bank Details : JPM, GZB

## 3. Operation of this MOU

Upon execution of this MOU, ICT Academy shall communicate to ABES Engineering College the training schedules. Thereupon, the parties shall



  
Prof. Gajendra Singh  
Director  
ABES Engineering College  
Ghaziabad



ICT Academy is also keen on collaborating with ABES Engineering College and is agreeable to enter into this MOU with ABES Engineering College as per the terms and conditions set out hereafter

Now this MOU witnesses as under

**1. Scope of the MOU**

1.1 ABES Engineering College hereby agrees to become the Institutional member of ICT Academy to offer its services to the teachers in the ABES Engineering College

1.2 ICT Academy agrees to provide the following services to the teachers of the ABES Engineering College.

1.2.1 ICT Academy shall provide Industry relevant Training Programs in the domain of ICT

1.2.2 ICT Academy shall make its content accessible through a web portal for the teachers of the institutions

1.2.3 ICT Academy shall conduct guest lectures, seminars, workshop and conferences for the teachers and the students of ABES Engineering College, at a nominal cost, agreed by both the parties

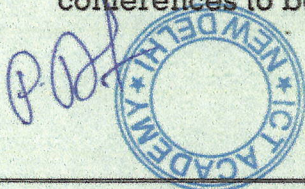
1.2.4 ICT Academy would provide assistance in Research activities to the teachers by way of supervision and collaboration

1.2.5 ICT Academy shall invite the teachers to submit research papers for publishing in ICTACT Journals

1.2.6 ICT Academy shall invite for research proposals for funding , which shall be applied for joint funding from research funding bodies

1.3 ABES Engineering College shall notify about the program of ICT Academy to its staff members and assist in the active participation of the teachers

1.4 ABES Engineering College shall provide the following Infrastructure at its campus for some of the training programs , workshops and conferences to be conducted by ICT Academy



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Director  
ABES Engineering College  
Ghaziabad



mutually discuss and agree on the operational terms based on which ICT Academy would offer its various other services

#### 4. Validity of this MOU

The validity of this MOU would be for One year from the date of the signing. The MOU may be renewed through a new MOU on completion of 1 year on such terms mutually agreed between the parties. 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

#### 5. Confidentiality

5.1 The parties shall treat all information, documents, contents and materials that are specifically declared as confidential pertaining to ICT Academy or ABES Engineering College provided under this MOU as confidential

5.2 ICT Academy or ABES Engineering 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

5.3 The confidentiality of information shall survive until the termination of this agreement

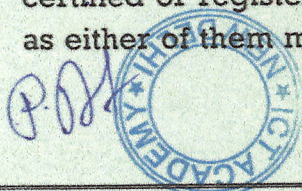
6. Upon the termination of this MOU, ABES Engineering College shall return all the contents, training materials and such other information provided by ICT Academy under this MOU duly without any undue delay and in cases where such information is not capable of being returned, destroy the same and provide a certification to that to ICT Academy

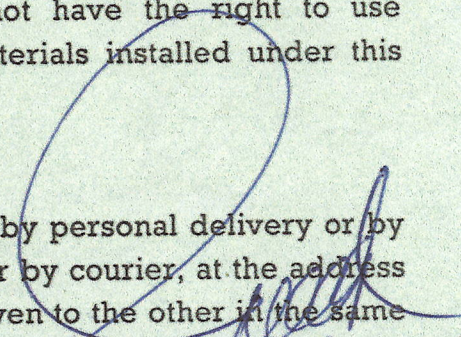
#### 7. Intellectual Property

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, ABES Engineering 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

#### 8. Notices

8.1 All notices regarding this agreement shall be by personal delivery or by certified or registered mail postage prepaid or by courier, at the address as either of them may so provide by notice given to the other in the same



  
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manner. Any such notices shall be deemed received when actually delivered if personal delivery or three days after delivered to an overnight or express mail facility, if delivered through post

**9. Governing Law**

This MOU is made under and shall be governed by and construed under the law of the republic of India under the jurisdiction of the courts at Chennai

**10. Arbitration**

In the event any of any claim, controversy, dispute or difference between the 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 arbitrators, one to be appointed by ICT Academy, the other to be appointed by ABES Engineering 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 Chennai

In witness whereof the parties have executed this MOU on this the 21<sup>st</sup> of August 2018

*[Signature]*  
For ICT Academy

*[Signature]*



For ABES Engineering College

Witness 1

*[Signature]*

Witness 2

*[Signature]*

*[Signature]*

Prof. Gajendra Singh  
Director  
ABES Engineering College  
Ghaziabad

21/8/2018