Memorandum of Understanding

Between

ICT ACADEMY

ICT Academy

And

POORNIMA
INSTITUTE OF ENGINEERING & TECHNOLOGY

Poornima Institute of Engineering and Technology, Jaipur

PRINCIPAL
Poornima Institute of Engineering
& Technology
ISI-2, RIICO Institutional Area
Goner Road, Sitapura Jaipur-302022

<h1 align="center">MEMORANDUM OF UNDERSTANDING</h1>

This Memorandum of Understanding is entered on this day of **21**th **October 2020**

<p align="center">BETWEEN</p>

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 Datt 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.)

<p align="center">AND</p>

M/s Poornima Institute of Engineering and Technology, having its office at ISI-2, RIICO Institutional area, Goner road, Sitapura, Jaipur – 302022 (hereinafter called as "**PIET, Jaipur**" 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 PIET, Jaipur

Poornima Institute of Engineering & Technology established in 2007 is putting its full potential in all dimensions to generate excellence in academics and in overall development of its students. It is the learning home to a total of 1100 students and is committed to impart best technical skills in students through its four specialization of engineering at UG level (CE, ECE, EE, ME & Civil)

To create knowledge based society with scientific temper through cutting-edge technologies, innovative

1. To provide an environment that will allow students and faculty members to be skilled in creation and implementation of new ideas.

2. To provide platform to improve questioning, observing, testing, analyzing and communication skills.

3. To provide qualitative education and generate new knowledge with integration of emerging technologies and research.

4. To practice and promote high standard of potential ethics, transparency and accountability.

ICT ACADEMY is agreeable to enter into this MOU with Poornima Institute of Engineering & Technology as per the terms and conditions set out hereunder:

Now this MoU witnesses as under:

1. Scope of the MoU

1.1 The PIET, Jaipur hereby agrees to become the **Institutional Member** of ICT ACADEMY

1.2 ICT ACADEMY and PIET, Jaipur 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

2.2 ICT Academy conducts Faculty Development Programs and expert-led workshops for the faculty members through Skycampus Virtual FDPs / In-Class Training Programs / Blended mode.

2.3 ICT Academy would train minimum 20 faculty members of its member institutions in a year. Every Faculty development Program is supported with effective pedagogical tools for the faculty to use in transferring the knowledge to students in the colleges.

2.4 ICT ACADEMY shall provide faculty training and certification for minimum of 03 faculty members of PIET, Jaipur for every course, however the maximum number of faculties may exceed up to 15 faculty members per course whenever the venue is at PIET, Jaipur campus

2.5 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

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

2.6.1 ICT Academy will organize 6 SkyCampus Seminars at PIET, Jaipur based on the confirmation from the institution.

- HR Conclave
- Startup Conclave
- Technical Conclave

Among the above organized in a year wherein minimum 3 to 4 industry speakers will be invited to address the students on the topic given by the institution

2.7 ICT ACADEMY would provide training to 3 teachers of PIET, Jaipur on every training program apart from the 20 certifications as specified in clause 2.2 whenever the venue is out of the PIET, Jaipur campus.

2.8 ICT ACADEMY would invite PIET, Jaipur to nominate two teachers on every special training program at free of cost.

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

- ICTACT Journal on Communication Technology (IJCT) *(UGC CARE Listed)*
- ICTACT Journal on Image & Video Processing (IJIVP) *(UGC CARE Listed)*
- ICTACT Journal on Soft Computing (IJSC) *(UGC CARE Listed)*
- ICTACT Journal on Microelectronics (IJME) *(UGC CARE Listed)*
- ICTACT Journal on Management Studies (IJMS)
- ICTACT Journal on Data Science and Machine Learning (IJDML)

2.10 ICT ACADEMY shall notify about the programs to PIET, Jaipur and assist in the active participation of faculty members.

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

2.11.1 Oracle Academy

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

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

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

2.11.5 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.

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

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

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

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

2.12   Amazon Web Service Educate member

2.12.1 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)**

2.12.2 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.

2.12.3 Professors, teaching assistants, and educators receive access to AWS technology, open source content for their courses, training resources, and a community of cloud evangelists.

2.12.4 Students receive credits for hands-on experience with AWS technology, training, content, career pathways and the AWS Educate Job Board.

2.12.5 Path to Cloud Learning

2.12.6 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.

2.12.7 Find Cloud Job

2.12.8 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.

2.13   Palo Alto Networks AAC on Cybersecurity (Centre of Excellence)

2.13.1 Institutional Member College will sign a MoU with Palo Alto Networks to obtain the Centre of Excellence on Palo Alto Networks Cybersecurity Academy. Only 200 colleges across the globe will be recognized as AAC.

2.13.2 Faculty Development Programs will be provided where trained and certified faculty members are eligible to train and certify 100 students in a year

2.13.3 10 licenses on firewall security will be provided to the nodal institution to carry out the FDP and Student training program activities.

2.14   Automation Anywhere University – Bot Lab

2.14.1 AAU's mission is to skill students on Automation Anywhere while in college so these skills can be readily deployed once they join the workforce. The certification from AAU will be the key to employability, as corporations are looking for students with hands-on experience and giving preference to students with the right training.

2.14.2 Attend live virtual classes led by our expert RPA trainers. Get in-depth instruction with comprehensive, interactive, and practical RPA applications. Available globally

2.14.3 Earn credentials to validate your RPA proficiency and expertise. Complete role-based learning trails to earn badges. Take the Certification exams to become certified as an Advanced RPA and Master RPA professional.

2.14.4 PIET, Jaipur will receive 25 Bot Lab software which can be used to train the faculty members and students every year

2.15   Skill Development Program with Placement support

2.15.1 ICT Academy will organize various Skill Development programs in association with industry partners will also be supported by corporate to hire the trained students on various niche technologies. This programs may vary from time to time which will be communicated well in advance to the member college to identify the students.

2.16   Youth Contests

• ICT Academy Youth Talk – Delhi NCR

• Kalam Book Writing contest

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

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

2.17.1 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

3   Role of PIET, Jaipur

3.1 PIET, Jaipur shall identify and depute one Dean / HOD as single point of contact for ICT ACADEMY activities at the university.

3.2 PIET, Jaipur shall provide the following infrastructure at its campus for the programs to be conducted by ICT ACADEMY.

      a. Computer Lab infrastructure with 50 seat capacity

      b. LCD projector & Screen, White board and other AV equipments

3.3 PIET, Jaipur 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 with out the consent of ICT ACADEMY.

3.4 PIET, Jaipur 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. PIET, Jaipur shall also provide necessary food facility free of cost to the resource persons during the programs to be conducted by ICT ACADEMY at PIET, Jaipur campus.

3.5 PIET, Jaipur shall send a formal communication to all its departments to nominate faculty members for the FDPs jointly organized by ICT Academy.

3.6 Institutional Membership Fees

PIET, Jaipur has agreed to pay Rs. 59,000- (Rupees Fifty Nine thousand only) (Inclusive of 18% GST) to become the Institutional Member of ICT Academy. And the payment details are as follows NEFT Transaction No – BKIDN20294695642 Dated 21.10.2020

Other Terms

3.7 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.

3.8 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.

4 Special Clause

4.1 Under this MoU ICT Academy agrees to serve PIET, Jaipur and Poornima University, Jaipur where the following services will be provided to Poornima University, Jaipur

4.1.1 Participation in Virtual FDP programs (Minimum 10 faculty members certification, providing one seat for Special FDP's)

4.1.2 Conducting 3 SkyCampus Power Seminar for the students of Poornima Uiversity, Jaipur

4.1.3 Implementation of any CSR Skill Development projects provided in association with any industry partners

5 Operation of this MoU

5.1 Upon execution of this MoU, ICT ACADEMY shall communicate to the PIET, Jaipur 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.

6 Validity of this MoU

6.1 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.

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.

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7 CONFIDENTIALITY

7.1 The Parties shall treat all information, documents, contents and materials pertaining to ICT ACADEMY or PIET, Jaipur provided under this MoU as confidential.

7.2 ICT ACADEMY or PIET, Jaipur 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, PIET, Jaipur shall return all the contents, training materials and such other information provided by ICT ACADEMY under this MoU duly with out 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

9.1 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. The PIET, Jaipur 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:

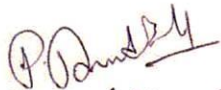This MOU is made under and shall be governed by and construed under the laws of the Republic of India under the jurisdiction of the courts at Delhi.

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 PIET, Jaipur 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 21st day of October 2020

For ICT Academy
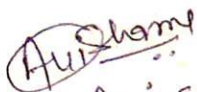
Name: ANAND BABU . P

Designation: SENIOR MANAGER

Witness 1   Avi Sharma
                        (R.M)

For PIET, Jaipur

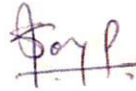Name: Dr Gaurav Singh

Designation: Registrar

Witness 2

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