

Memorandum of Understanding

This Memorandum of understanding entered in to at Jorhat on _____

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 its Regional office at ICT ACADEMY, 2C-2nd Floor, Fortune Central, Basisthapur, Beltola, Guwahati-781028.

AND

DEVICHARAN BARUA GIRLS' COLLEGE, ASSAM being the beneficiary of this MoU having one of its campus in AT Road, Jorhat, Assam 785001 duly represented (hereinafter referred to as DEVICHARAN BARUA GIRLS' COLLEGE, Assam which expression shall, wherever the context so permits mean and include successors and assigns.)

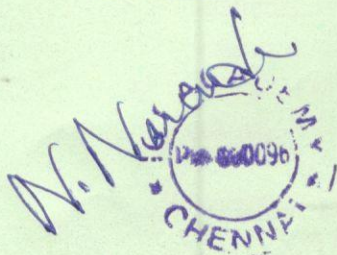
Whereas

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 endeavors 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 Governments, 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 DEVICHARAN BARUA GIRLS' COLLEGE, Assam to be the institutional member of ICT Academy to offer various courses to the teachers of the college.

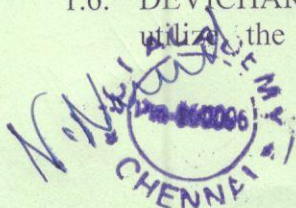


ICT Academy is also keen on collaborating with DEVICHARAN BARUA GIRLS' COLLEGE and is agreeable to enter into this MOU with DEVICHARAN BARUA GIRLS' COLLEGE as per the terms and conditions set out hereafter,

Now this MOU witnesses as under

1. Scope of the MOU

- 1.1. DEVICHARAN BARUA GIRLS' COLLEGE hereby agrees to become the institutional member of ICTAcademy to offer its services to the teachers/researchers in DEVICHARAN BARUA GIRLS' COLLEGE.
- 1.2. ICT Academy agrees to provide the following services to the teachers/researchers of DEVICHARAN BARUA GIRLS' COLLEGE.
 - 1.2.1. ICT Academy shall provide Industry relevant Training Programs in the domain of ICT, for the Teachers / Research scholars
 - 1.2.2. ICT Academy shall provide industry relevant training programs for the students, at a nominal cost mutually agreed by both the parties
 - 1.2.3. ICT Academy shall make its content accessible through a web portal for the teachers/researchers of the institutions
 - 1.2.4. ICT Academy shall conduct guest lectures, seminars, workshop and conferences for the teachers and the students in association with university and its colleges
 - 1.2.5. ICT Academy would provide assistance in Research activities to the teachers by way of supervision and collaboration
 - 1.2.6. ICT Academy shall invite the teachers/researchers to submit research papers for publishing in ICTACT Journals
 - 1.2.7. ICT Academy shall invite for research proposals for funding, which shall be applied for joint funding from research funding bodies.
- 1.3. DEVICHARAN BARUA GIRLS' COLLEGE shall notify about the program of IC T Academy to its departments and assist in the active participation of the teachers.
- 1.4. DEVICHARAN BARUA GIRLS' COLLEGE shall provide the following infrastructure at its campus for some of the training programs, workshops and conferences to be conducted by ICT Academy.
 - 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.
- 1.5. The teachers/researchers of DEVICHARAN BARUA GIRLS' COLLEGE would attend some special training programs at ICT Academy Campus, Chennai (If interested). ICT Academy shall provide necessary infrastructure for the conductance of the training program.
- 1.6. DEVICHARAN BARUA GIRLS' 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 university and its colleges on regular basis.
- 1.8. ICT Academy shall bring industry certified trainers of the DEVICHARAN BARUA GIRLS' COLLEGE on every program conducted for the teachers/researchers of the college.
- 1.9. Both the parties shall explore and jointly develop new course for the teachers from time to time the terms for the same will be discussed as and when required
- 1.10. 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. Operation of this MOU

Upon execution of this MOU, ICT Academy shall communicate to DEVICHARAN BARUA GIRLS' 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.

3. 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 One 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

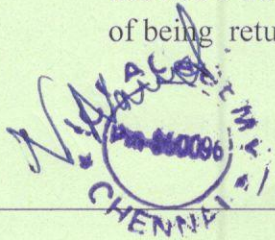
4. Confidentiality

4.1 The parties shall treat all information, documents, contents and materials that are specifically declared as confidential pertaining to ICT Academy or DEVICHARAN BARUA GIRLS' COLLEGE provided under this MOU as confidential.

4.2 ICT Academy or DEVICHARAN BARUA GIRLS' 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.

4.3 The confidentiality of information shall survive until the termination of this Agreement.

5. Upon the termination of this MOU, DEVICHARAN BARUA GIRLS' 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.



6. 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, DEVICHARAN BARUA GIRLS' 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.

7. Notices

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 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.

8. 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 Guwahati/Chennai.

9. Commercial

It is a Non Commercial MoU between ICT Academy and DEVICHARAN BARUA GIRLS' COLLEGE. The College will provide the infrastructure and space to host the Faculty Development Programs at their premises.

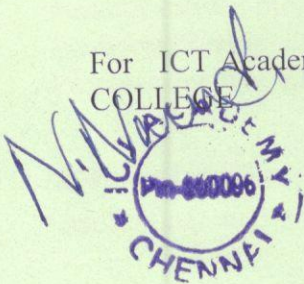
10. Arbitration

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 DEVICHARAN BARUA GIRLS' 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 Guwahati/Chennai.

In witness whereof the parties have executed this MOU on _____

For ICT Academy
COLLEGE



Name: N Narendra Kumar

Designation: Senior Manager

Witness 1:

For DEVICHARAN BARUA GIRLS'

Name:

Designation:

Witness 2: