



ISDC

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into at Pune, on 21st June, 2019.

BETWEEN

ISDC Projects India Pvt Ltd , trading as ISDC - International Skill Development Corporation, and having its Regional Office at Lakshmi Narayan Complex, Palace Road, Vasanth Nagar, Bengaluru 560032, Karnataka represented by its Regional Manager – Business Development, Mr. Tushar Maguri, hereinafter referred to as "ISDC" or the FIRST PARTY

AND

Christ College , a private entity having established under Pune University (Amendment) 26/4 A, Off Pune Nagar Road, Opposite Weikfield IT Citi Info Park, Vadgaon Sheri, Pune, Maharashtra 411014 having its premises at Vadgaon Sheri Pune, represented by its Director Dr (Fr) Sony J. Chandattu, here in after referred to as "Christ College" or the SECOND PARTY

Both parties as above have expressed a desire of entering into a Memorandum of Understanding to meet their respective objectives, which are set out herein below.

WHEREAS

- a. The First Party- ISDC, an Education & Skill Development Company having expertise in Professional and Vocational Education and is interested in associating with the Second Party to develop, promote and deliver the ISDC Certified Professional Diploma in New Age IT (PDNIT) to all the Science students of Second Party.
- b. The Second Party on its part is interested in associating with First Party for using their expertise to promote and deliver the PDNIT mentioned above as the value-add program of students of Christ College, Pune.

The purpose of this Memorandum of Understanding is to set forth the terms and conditions under which the Parties to this understanding shall conduct themselves during the subsistence of the Memorandum.



This Memorandum of Understanding (“MOU”) is not, and is not intended to be, legally binding except as specifically set out below.

1. The Second Party shall support and promote the ISDC Certified PDNIT qualification offered by the First Party to their Undergraduate Students. The Students enrolled for PDNIT are eligible for the additional Qualification / Membership from IoA, UK.
2. It is the responsibility of the Second Party to get the necessary approvals for running the program at Christ College.
3. The First Party can use the name of “Christ College” for promoting the above program in advertisements and other modes of communications. The Promotion of the said program has to be taken care jointly by the Parties.
4. The admission criteria and the number of seats for the above said programs are fixed by the Second Party in consultation with the First Party. The First Party would require a minimum guaranteed number of 30 students per batch for each program
5. The First Party provides Electronic Copy as well as limited printed copy for reference of relevant learning materials (for PDNIT) to the students enrolled for the above said Course/Program
6. The First Party provides training support to the students enrolled for the above program and the number of hours per subject / paper/module and the system requirements is given as Annexure 1.
7. All responsibilities regarding registration of the students with professional body should be dealt with, by the First Party. The students have to follow the Rules and Regulations of Respective Professional body to appear the examination and pursue the qualifications/ memberships and designation.
8. The relevant fee to professional bodies has to be paid by the students directly as per the rules and regulations set by the professional body time to time as per Annexure 2.
9. Out of the Tuition Fees/Course Fees Collected from the students admitted in the academic year 2019, the Second Party has to make the necessary payment to the First Party as per the table given below.-



For the First Year Students

Course/Program	Amount (Per Student)
B. Sc. Computer, BCA, with Professional Diploma In New Age IT.	INR 45,000 for entire 3 years
First Installment - After admission confirmation and course commencement by August 2019	INR 15,000
Second Installment - Before February 28, 2020	INR 15,000
Third Installment- - Before February 28, 2021	INR 15,000

This is for the Batch of 2019-20 while the same will continue for subsequent fresh batches. The above fee will be a part of the college fee.

For the 2nd and 3rd Year Students

Course/Program	Amount (Per Student)
B.Sc.Computer, BCA, with Professional Diploma In New Age IT.	INR 42,000 for entire 3 years
First Installment - After admission confirmation and course commencement by September 2019	INR 21,000
Second Installment - Before February 28, 2020	INR 21,000

This is for the Batch of 2019-20 while the same will continue for subsequent fresh batches. The above fee will be a part of the university fee.

10. The First Party conducts the training for a minimum size of 30 students belonging to the Second Party.
11. The complete list of Students of the courses shall be provided to the First Party by the Second Party. Changes in Students, if any, shall be communicated by the representative of the Second Party to the First Party immediately.
12. It is intended that the terms of this MOU will remain in force for an initial period of Three (3) Years set out above i.e. the completion of First Batch or is otherwise terminated in accordance with the provisions of Clause-13 The MOU can be extended for further periods after the expiry of three years upon the Parties mutually agreeing such extension in writing. The terms of this Memorandum may be modified at any time by both parties on mutual consent.
13. Either party shall be entitled to terminate the MOU on 60 days' notice. The MOU will automatically terminate:



- If either party becomes insolvent or is subject to a change of control;
 - Any potential Binding Agreement would be unenforceable, void or illegal due to any Statutory or regulatory requirements or Terminates any Binding Agreement for cause.
 - In the event of the termination of the agreement, the First Party agrees to complete the existing batches on agreed terms.
14. All intellectual property created by a Party in connection with the Collaboration shall remain the property of that Party. The parties agree that any material jointly created by the parties for the Collaboration shall be jointly owned (in equal proportions) by the parties, unless otherwise agreed in writing.
15. Where the collaboration reasonably requires the use by one party of intellectual property that is owned by the other party (the “IPROwner”), the IPRO owner will license such rights to the other party on a non-exclusive basis, without the right to sub-license, solely for the purpose and to the extent necessary in connection with the Collaboration. Any such license will automatically terminate when the MOU is terminated.
16. For the purposes of this MOU, “**Confidential Information**” shall be all information of a confidential nature (whether written or oral) concerning the business and affairs of either party which is obtained or received as a result of the discussions leading up to the entering in to or the performance of this MOU, including financial information, training & learning material, trade secrets, College lists, trade and commercial details and computer software and databases, the contents of all reports and documentation prepared by either party or on its behalf and any other information of a confidential nature designated by a party as confidential; Each of the parties shall at all time means while this MOU remains in force and after it has terminated, keep confidential the Confidential Information except where:
- The Confidential Information was already lawfully known, or became lawfully known to either of the parties independently;
 - Disclosure or use is necessary by either of the parties (including their employees, agents and sub-contractors) for the proper and effective performance of this MOU;
 - Disclosure is required by law to any government, governmental department, agency, regulatory or fiscal body or authority (whether national or foreign) and their authorized agents (including professional advisers);
 - The Confidential Information is disclosed, in the case of ISDC, to another member of the ISDC group of companies;
 - Each party undertakes to the other that it will not disclose or make use of, for its own benefit, any of the Confidential Information of that other party.



17. All disputes and differences of any kind whatever arising out of or in connection with this MOU shall be referred to the arbitration, and the final decision of an arbitrator Jointly appointed by both the parties to be agreed upon and appointed by both the parties, or in case of disagreement as to the appointment of a single arbitrator, two arbitrators, one to be appointed by each party and if there are two arbitrators, they shall before taking upon themselves the burden of reference appoint a third arbitrator who shall act as Presiding Arbitrator. This submission to the arbitrators shall be deemed to be a submission to arbitration within the meaning of the **Arbitration and Conciliation Act, 1996**, or any statutory modification thereof. The award of the arbitrator or arbitrators as the case may be, shall be final and binding on the parties.

18. In case of any disputes not settled due to arbitration it will be subject to the courts of Bangalore Jurisdiction.

Each party hereby confirms its agreement to the terms contained in this MOU on 21st June, 2019.

On behalf of –

Christ College

Dr (Fr) Sony J. Chundattu
Director

ISDC

Tushar Mapari
Regional Manager

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed as of the first date set forth above.

On 21st of June 2019

Witness

1.
Fr. Joy Puthussery

2.
Dr. GILBERT JOHN



Annexure 1

Delivery from ISDC Trainers

Module/Paper	Subject Name	Training Hours
Module 1	Artificial Intelligence	45 hours
Module 2	Machine Learning	45 hours
Module 3	Internet of Things (IOT)	45 hours
Module 4	Blockchain	45 hours
Module 5	Virtual Reality	45 hours
Module 6	Augmented Reality	45 hours

- 1) In the first year there will be 8 workshops for all the enrolled students. Each workshop will be for 2 hours duration. Faculty members can also participate.
- 2) Materials pertaining to the workshop will be shared through e-mode along with data set and excel sheets.
- 3) Logistics for all the mentioned deliverables will be taken care of by the First Party.
- 4) The actual delivery of the program will start from the second year according to the subjects.

Machine Specification & Accessories

Laptop/Desktop:

- CPU: Minimum Core – i3 7th Gen/8th Gen
- RAM: Minimum 4GB
- Hardware for IoT Development: Raspberry-Pi 3 Kit
- Hardware for VR/AR Development: VR AR Headsets
- Wireless Internet Connectivity
- Power Source for Raspberry-Pi 3.



Annexure 2

Professional Body Fees

Students in India will get complete fee waivers for Exemptions Fee while they progress to Affiliate Membership. There is no discount or wavier on examinations fees if they pursue towards any IOA Qualifications.

Particulars	Fees (In GBP)
Initial Registration	90 (One Time)
Subscription (Student Member)	80 per annum

The IOA Fess can be found on the URL given below and it is subject to the discretion of IOA.

<http://IOAglobal.org/members.php#join-member>

Professional Membership at BCS (MBCS) is available to those completing a BCS accredited degree and the applicable fee can be found on the URL below:

<https://www.bcs.org/content/ConWebDoc/45948>