
**INDUSTRY ACADEMIA CONNECT PROGRAM
FOR INSTITUTIONS**

SNIST.....

September 2020

This Memorandum of Understanding (MoU) entered into on the⁴⁰25th.....day of the month of September the year 2020

Between

National Association of Software and Service Companies (NASSCOM) having its head office at Plot No. - 7-10, Sector- 126, Noida, Uttar Pradesh - 201303, India (hereinafter called "NASSCOM/First Party"), represented by Senior Director, NASSCOM, which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the FIRST PART

And

Sreenidhi Institute of Science & Technology (SNIST) having its head office at Yamnampet, Ghatkesar, Hyderabad, 501301, Telangana, India (hereinafter referred to as "SNIST"), represented by the CEO, Sreenidhi Educational Group, which expression shall, where the context so admits be deemed to include its successor in office, legal representatives and permitted assigns of the SECOND PART

...

Whereas IT-ITeS Sector Skills Council NASSCOM (SSC NASSCOM / NASSCOM) an integral part of NASSCOM is the skill standard setting body of the IT-ITeS Industry and is also the education & skill development initiative of NASSCOM; SSC NASSCOM works with its industry members and select academic and skill development institutions to help improve the quality and quantity of the employable workforce available to this industry;

The 'Project' here is the "Industry Academia Connect" Program developed with an objective of enabling Institutions to meet industry expectations, bridge relevant skills gap, and thereby enhance the employability of Students.

NASSCOM and SNIST can herein be referred to independently as 'First Party', and 'Second Party' respectively and collectively referred to as 'Parties'.

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THE MoU WITNESSED AND THE PARTIES HERETO AGREE AS FOLLOWS:

1. Objective of the MoU

- a. Partner with 'Academic Institutions' to ensure that the skilled pool of human resources are readily available. Enable 'Academic Institutions' to meet industry expectations, bridge the skills gap, and thereby upskill faculty and enhance the employability of the students concerned.
- b. Help facilitate a sustainable Faculty Development Program.
- c. Facilitate teaching-learning support for pursuance of the adopted course/s to enhance student employability
- d. Recommend relevant courseware, certain books, e-tools, e-content and websites to support the self-paced learning for students.
- e. Introduce the skill assessment/metric for students at cost at the entry level, in conjunction with the program/s, to analyse the efficacy of multiple skill development programs
- f. Introduce the skill assessment/metric for QP-based assessments for students at cost, to facilitate employment at the entry level
- g. Facilitate students to be industry ready, to learn from experts, to provide technology driven learning, to get the students ready for future jobs.

2. Period of MoU

This MoU will be valid for 12 months, i.e. from 25-9-2020 (start date) to 24-9-2021 (end date), mutually agreed upon by the parties. The expiry of the said time period is open to extension as per mutually agreed terms and conditions by way of an Addendum to this MoU

3. Responsibility of NASSCOM

NASSCOM agrees to facilitate at cost aspects of the following (as a package) as indicated in the Annexure-E

- a. NASSCOM Membership
- b. Webinars by subject experts
- c. Industry Expert Sessions
- d. Industry oriented training sessions for faculty
- e. QP Content
- f. QP-TTT for faculty
- g. Assessments for faculty
- h. Advisory on Incubation/COE
- i. Hackathon for the individual institution
- j. Showcase Hackathon winners in NASSCOM events
- k. Faculty Industry Visit
- l. Career guidance sessions
- m. Research reports sharing & Institution participation as respondent
- n. QP-TTT for Faculty will be delivered online

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4. Responsibility of SNIST

- a. Obtain NASSCOM membership by furnishing necessary and relevant documentation
- b. Select the list of QPs/NOS, basis feedback from NASSCOM/SSC NASSCOM for which training programs will be developed and deployed for students
- c. Discuss and provide the schedule to conduct events as per the package i.e. Option 1 or 2 (Detailed in Annexure E)

| | |
|----------------|---|
| Option 1 (A/B) | <input checked="" type="checkbox"/> A. Base Pack 1 |
| | <input type="checkbox"/> B. Base Pack 1 + Add on Pack |
| Option 2 (A/B) | <input type="checkbox"/> A. Base Pack 2 |
| | <input type="checkbox"/> B. Base Pack 2 + add on Pack |

* Additional offering of a Choice Based Pack as per actual requirement at cost

- a. d. Select faculty from the identified Sreenidhi Institute of Science & Technology (SNIST) to screen such faculty based on certain selection parameters prescribed by NASSCOM/SSC NASSCOM, who will be trained on the programs along with the faculty from the Third-Party Training Provider, so that they can handhold students during the Phase I
- b. e. Identify the requisite number students from the colleges identified to undergo the training program and assessments
- c. f. Facilitate QP-based assessments, at fees based on Govt Guidelines, for the target student audience w.r.t. the SSC/Q0501 Software Developer
- d. g. Work with NASSCOM team for Faculty Industry visit where the logistics cost will be governed by the Sreenidhi Institute of Science & Technology (SNIST)
- e. h. Sreenidhi Institute of Science & Technology (SNIST) should support NASSCOM team for Hackathon program.
- f. i. Organize the logistics and facilitate the Third-Party Training Providers for the programs towards:

- Faculty development
- Student training

This will also include boarding and lodging, local travel for such Trainers for the programs.

- g. j. NASSCOM/SSC NASSCOM and Sreenidhi Institute of Science & Technology (SNIST) to jointly own up database of trained resources, which would be shared with NASSCOM members (including the ones who have provided their concurrence towards recognizing the program). Intent would be to increase the scope of employment opportunities
- h. k. For the conduct of QP based assessments for students Sreenidhi Institute of Science & Technology (SNIST) shall make 100% advance payment of assessment cost to NASSCOM/SSC NASSCOM i.e. the First Party for all the batches for which the First Party shall have given acceptance against requisition and the First Party shall give an acknowledgement of advance payment.

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- i. Assessment cost shall be paid on the basis of registered/scheduled number of candidates (this covers those passed, failed and also covers absentees on the day of the assessment as well) subject to a minimum batch-size, which is 30 candidates per batch. The cost for a QP assessment and the subsequent certification is currently as at, please refer to Annexure E for the same.

All applicable taxes, under various statutes if any, will be borne by the Sreenidhi Institute of Science & Technology (SNIST)

- j. m. Other requirements for the smooth conduct of QP based assessments are indicated in:
- Annexure A: Information regarding the necessary infrastructure for the smooth conduct of Assessments to be provided by Sreenidhi Institute of Science & Technology (SNIST)
 - Annexure B: QP Assessment Attendance Sheet
 - Annexure C: Candidate ID proof
 - Annexure D: Malpractice Avoidance Sheet
 - Annexure E: Financials (IAC Options 1/2)

Process:

Part-A:-

- a. A 'Working Group', to be formed by SNIST comprising of members from SNIST Academia, and Industry/NASSCOM

- b. The Group shall identify the following:

- Plan the events such as Webinars, Industry expert sessions and career guidance sessions per program offering with NASSCOM team.
- Work and plan with NASSCOM team for Faculty Industry visit.
- Select faculty for Industry Oriented training.
- List of QPs for which training of the trainers will be offered at Sreenidhi Institute of Science & Technology (SNIST)
- Identify students from the above identified colleges, for this project
- Selection of recommended faculty per college, who shall get trained on pedagogy and content along with the Third-Party Training Providers, if required. The college faculty who shall shadow the trainers from Third Party Providers during the student training sessions.
- The logistics and schedules of training of the identified faculty from the Third Party Training Providers by Sreenidhi Institute of Science & Technology (SNIST)- Conduct of QP-based assessments for students
- Plan for project review and audit including control mechanism
- Process and timelines for scaling the above project

Funding:

Annexure E will address commercials w.r.t. curricula, courseware, facilitating Industry Trainers for the Master Training, TTT (Training the Trainer), Industry Academia Connect, Guest Lectures, Research Report, Networking Events, Career Guidance sessions, Webinars, NASSCOM membership and Student Training programs concerned; all other related commercial w.r.t. assessments for these programs as addressed in Annexure E (IAC Options 1/2).

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Process

Part B

- a. Sreenidhi Institute of Science & Technology (SNIST) shall address the advertisement and other promotional activities for promoting the skill development programs and use all audio visual and online media for the same
- b. The form of advertisement and all promotional material shall be jointly agreed upon and
- c. cleared by both the Parties concerned before use
- d. Sreenidhi Institute of Science & Technology (SNIST) will use NASSCOM /SSC NASSCOM material under this MoU solely for purpose of providing knowledge to the faculty and students with the latest and relevant information, and shall not use the same for any other commercial purposes
- e. Sreenidhi Institute of Science & Technology (SNIST) shall not use or permit the use of SSC NASSCOM / NASSCOM material for the benefit of any entity other than those under the purview of Sreenidhi Institute of Science & Technology (SNIST). It is expressly stated that this clause shall survive the termination of the MoU
- f. Sreenidhi Institute of Science & Technology (SNIST) to provide any other assistance as may be required from time to time to further the promotion or the management of the programs concerned

Key Features

| | | | | | |
|----------------|--|---|---|---|---|
| Action | Training | → | Post-Training Test | → | Employment Facilitation |
| Tool | QP-based Program | | QP-based assessments | | Through member companies |
| Outcome | Participation certificate (with 100% attendance) | | Performance as per industry benchmarks for employment | | Facilitation of employment for deserving candidates |

- Eligibility – Pre-Final year Engineering undergraduates for Phase I of the project
- Master Training: Industry Trainer to Trainers/Master Trainers ratio- 1: 20/25
- Teacher-Student ratio per batch – 1:30

5. Responsibility of NASSCOM/SSC NASSCOM Test Provider/Assessment Agency

NASSCOM/SSC NASSCOM Test provider for QP-based assessments shall conduct assessments for the students identified for the pilot project at fee based on Govt Guidelines (Refer to Annexure E for financial)

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Sreenidhi Institute of Science & Technology (SNIST) will only use SSC NASSCOM's QP based assessments as appropriate to measure the impact of skill transference and help students to be employed reaching out to.

Process

NASSCOM /SSC NASSCOM Test Provider shall:

- a. Validate the test center (colleges/institutes) w.r.t. the infrastructure requirement for the conduct of the test
 - b. Provide scores post the tests
 - c. Provide Analysis w.r.t. the score for students
6. Research Sharing – The Parties shall share the research initiatives in the areas of skilling/reskilling/upskilling available in public domain.

7. Industry Academia Connect

- a. NASSCOM/SSC NASSCOM Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries.
- b. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career.
- c. The SSC NASSCOM/NASSCOM will facilitate technical Webinars - Online/Virtual, Industry Expert Sessions and career guidance session by Industry HR leaders.
- d. Industry Expert Sessions/guest lectures will be facilitated by SSC NASSCOM/NASSCOM.
- e. All the above services will be provided at commercial specified in Annexure E (financial)

8. Confidentiality

- a. Both the Parties agree that due regard shall be given to the confidentiality of the information which may come their way in the dealings under this Agreement. The terms of this Agreement and the information shared under this Agreement are confidential information.
- b. No information shall be disclosed by the recipient without the prior written consent of the other party, except as required by law or to comply with any regulatory or similar requirement. If either party is required to disclose any confidential information of the other party under law, the party so required shall notify the other party immediately and shall co-operate in seeking a reasonable protective order.
- c. The Confidentiality clauses shall not apply to information which is (i) in the public domain, (ii) already known to the recipient and the recipient can show that it was in possession of such information prior to receipt of such information from the disclosing party, (iii) developed independently by the recipient without the benefit of any confidential information of the disclosing party, (iv) received from a third party without similar restriction and without breach of

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this Agreement or a similar agreement, or (v) the information is disclosed to the receiving party after the disclosing party's receipt of the receiving party's written notice that it will not accept further disclosures of confidential information.

- d. This clause shall survive any termination or expiration of this Agreement.
- e. The Parties agree that the disclosure of any of the foregoing Confidential Information by either party shall give rise to irreparable injury to the owner of the Confidential Information, inadequately compensable in monetary damages. Accordingly, the non-disclosing party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available.
- f. Both the Parties shall be the sole and exclusive owners of their respective intellectual property rights, which would include but not be limited to trademarks, copyrights, brand name, brand value, goodwill, etc. whether such intellectual property was in existence prior to this MOU or created during the subsistence of this MOU. Neither Party can claim to have any right or interest of any manner whatsoever over the other Party's intellectual property rights. Intellectual property rights of both parties and all information, etc. incidental and ancillary thereto, shall also be within the ambit of the term 'Confidential Information' as defined in this MOU and shall be afforded the same protection as defined hereinabove.

9. Trademark

Neither Party shall use other's name, trademark, logo or other markings outside its organization without express written consent of the other Party, which may be withheld by the Party owning the same at its sole discretion. Provided that the Sreenidhi Institute of Science & Technology (SNIST) may use NASSCOM's/ SSC NASSCOM's name for credential purposes alone with NASSCOM's/ SSC NASSCOM's prior written approval. In the event such approval is granted, any use of NASSCOM's/ SSC NASSCOM's trademarks shall be done in accordance with the guidelines provided by NASSCOM/ SSC NASSCOM and the Sreenidhi Institute of Science & Technology (SNIST) shall not do anything which would negatively impact such trademark, legally or reputationally.

10. Intellectual Proprietary rights in NASSCOM / SSC NASSCOM material

- a. The proprietary rights in relation to the material provided to Sreenidhi Institute of Science & Technology (SNIST) and Faculty / ^{Mod. Party Training Resources} w.r.t QPs shall rest with NASSCOM / SSC NASSCOM; Sreenidhi Institute of Science & Technology (SNIST) shall have the right to use the curricula and course material in accordance to the terms of this MoU.
- b. NASSCOM/ SSC NASSCOM is the owner of all the intellectual proprietary rights with regard to the training material thus developed (teacher and the taught), and neither this MoU nor the training material shall directly or indirectly create for Sreenidhi Institute of Science & Technology (SNIST) or colleges under its aegis any right, title or interest therein
- c. Sreenidhi Institute of Science & Technology (SNIST) acknowledges and agrees that NASSCOM /SSC NASSCOM owns all rights, title/s and interest in NASSCOM /SSC NASSCOM training material/s, including, without limitation, all intellectual property rights and goodwill therein. Sreenidhi Institute of Science & Technology (SNIST) will not delete or alter in any manner the copyright, trademark and other proprietary rights, notices etc. appearing in the training material provided by NASSCOM/ SSC NASSCOM.

11. Indemnity

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Sreenidhi Institute of Science & Technology (SNIST) also hereby agrees to indemnify and hold NASSCOM/SSC NASSCOM harmless from any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including the attorney's fees if any, to which NASSCOM /SSC NASSCOM may be subjected to by virtue of any finding related to the terms of the MoU or by virtue of any contravention and or non-compliance on the part of SNIST and Faculty / Third Party Training Provider and vice-versa with any laws, ordinance, regulations and codes as may be applicable from time to time.

12. Jurisdiction and Arbitration

In the event of any dispute or difference or question arising between the Parties out of or in relation to or in connection with this MoU, both parties shall first attempt to amicably resolve their differences or disputes on the questions arising by mutual discussion within a period of one month. Upon failure of the Parties to reach an amicable settlement, such dispute or differences or questions shall be referred to arbitration or conciliation in accordance with the provisions of the Arbitration & Conciliation Act, 1996. The venue of arbitration shall be New Delhi. The Arbitration proceedings shall be conducted in the English language. The Arbitration Award shall be final and binding on the parties.

This MoU shall be governed by and construed in accordance with the laws of India and the Courts at New Delhi shall have exclusive jurisdiction.

13. Termination

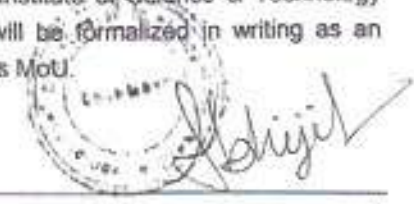
- a. Either Party shall have the right to terminate the MoU, if the other Party commits a material breach of any of the terms and conditions of the MoU concerned and fails to rectify the same within 30 days of being requested to do so in writing. Either Party may terminate this MoU with advance notice of 1 month, in writing, and cannot be held liable, in anyway whatsoever, if the objectives cannot be achieved. In the event of termination, any information gained from either Party under this MOU shall be bound by the confidentiality clause of this MOU.

- b. In the eventuality of termination or non-renewal of MoU on expiry of MoU, it would be the responsibility of NASSCOM/SSC NASSCOM to complete its commitment towards the project; Sreenidhi Institute of Science & Technology (SNIST) to also complete and provide its services to all students admitted as per the regulation of SNIST with reference to the project identified in this MOU for the 'QP-based Program/ Course'. In such an eventuality, Sreenidhi Institute of Science & Technology (SNIST) will continue to use the learning material for students already enrolled for the Programs, subject to the official intimation of the anticipated day of closure.

14. Amendment of the MoU

If during the operation of MoU, circumstances may rise which call for alteration / modification to this MoU, such alteration / modification shall be mutually discussed and agreed upon in writing with the approval of the appropriate authority of Sreenidhi Institute of Science & Technology (SNIST) and NASSCOM/SSC NASSCOM. Such changes will be formalized in writing as an 'Addendum' to this MoU and will be deemed to be a part of this MoU.

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15. Force Majeure

- a. Notwithstanding anything contained elsewhere in the contract, the parties shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure
- b. For purposes of this Clause, "Force Majeure" means an event beyond the control of Parties and not involving Parties and not involving fault or negligence not foreseeable by or beyond the control of Parties. Events also include wars or rebellion, strikes, bandhs, fires, floods, epidemics, quarantine restrictions and freight embargoes etc.
- c. If a Force Majeure situation arises, either Party shall promptly notify the other in writing of such conditions and the cause thereof. Unless otherwise directed by either the Sreenidhi Institute of Science & Technology (SNIST) or NASSCOM/SSC NASSCOM, in writing, both Parties shall continue to perform their independent obligations under this MOU as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Sreenidhi Institute of Science & Technology (SNIST) or NASSCOM/SSC NASSCOM can opt out of this MoU on mutually agreeable terms and conditions in writing, as the case may be, prompted by a Force Majeure.

16. Notices

Any notice required or permitted to be given to a party under this Agreement shall be in writing, shall be sent by post (registered or certified with postage prepaid), overnight courier of recognized international standing, personal delivery, or fax (if appropriate confirmation is received), and shall be deemed to have been given when delivered:

- a. If to NASSCOM, at address: Plots 7-10, Sector 126, Noida, UP – 201303
- b. If to the Sreenidhi Institute of Science & Technology (SNIST) at address: Yamnampet, Ghatkesar, Hyderabad, 501301, Telangana, India

This MOU is prepared as two originals (one for NASSCOM /SSC NASSCOM and for the Sreenidhi Institute of Science & Technology (SNIST)) and comes into force on the day when the Parties concerned have signed it.

For SNIST

Signature: 

Name: Mr. Abhijit Rao Katikaneni

Designation: CEO

Address: Yamnampet, Ghatkesar,
Hyderabad, 501301, Telangana, India

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For NASSCOM

Signature: 

Name: Mr Srikant Srinivasan

Designation: Senior Director & Head - Membership
NASSCOM

Address: Plot 7-10, Sector – 126, Noida
- 201303, Uttar Pradesh, India

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