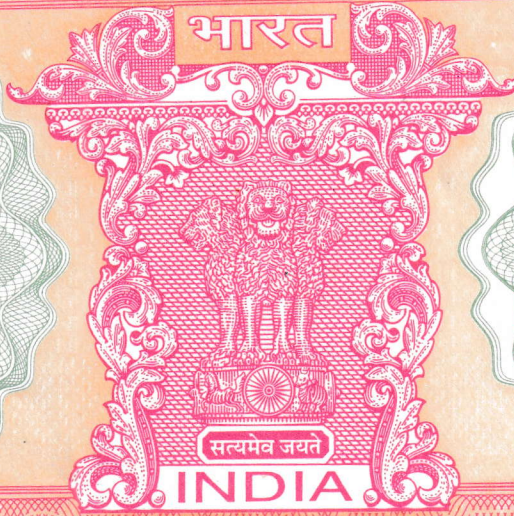


भारतीय गैर न्यायिक

पचास  
रुपये  
रु. 50



FIFTY  
RUPEES  
Rs. 50

INDIA NON JUDICIAL

केरल KERALA

BV 833965

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MoU) is signed on this 29th day of November 2019 between Naipunnya Institute of Management and Information Technology, Pongam **having** its registered office at (Naipunnya Institute of Management and Information Technology, Pongam Campus, Thrissur ), (Hereinafter referred to as "NIMIT" which expression shall unless repugnant to its context shall mean its successor and permitted assign) of the FIRST PART

TCS iON Training Partner, "Star Innovations" having its Registered Office at TCS iON Training Partner "Star Innovations", Star Chambers , Shornur Road, Thrissur -680001, (hereinafter referred to as TCS ION TRAINING PARTNER, "STAR INNOVATIONS" which expression shall unless repugnant to its context shall mean its successors and permitted assign) of the SECOND PART.

Fr. Dr. PAULACHAN K.J.  
Principal



NUMBER 19433 Rs 50/.

Sold to Naipunnya Institute of m.i.T & Technology

Pongam

30/11/2019



The institution under the **Naipunnya Institute of Management and Information Technology, Pongam** endeavours at imparting quality education in the field of Arts, & Science and Technology to all the sections of the society, a College providing an entire suite of courses.

TCS ION TRAINING PARTNER, "STAR INNOVATIONS" is an Information Technology Company offering a wide range of services and solutions in India. The range of services includes Systems Design and Software Development, Systems Engineering, and Education and Training.

The **NIMIT** and **TCS iON Training Partner, "Star Innovations"** wish to join together to organise IT related training with the aim to spread proficiency in Information Technology and provide to the students of the **NIMIT** an industry orientation and experience through **TCS iON Training Partner, "Star Innovations"**.

This Memorandum of Understanding is entered upon on mutually agreed terms and conditions with the aim of bridging the gap between the requirements of trained IT manpower in the industry and the current availability. This MoU is designed to provide a platform to offer IT related Training as required to the students of the , **NIMIT** at a customised price, Please Refer **Annexure A** for more details.

The responsibility of TCS iON Training Partner , "Star Innovations" and **NIMIT** is detailed in the following paragraphs.

#### **RESPONSIBILITIES TCS iON Training Partner, "Star Innovations"**

- ⇒ TCS iON Training Partner , "Star Innovations" shall depute the required faculty for the courses offered to NIMIT.
- ⇒ The theoretical and practical sessions shall be handled by the faculty from TCS iON Training Partner , "Star Innovations"
- ⇒ The final graded / participation certificate shall be issued by TCS iON Training Partner, "Star Innovations", to the students who have undergone and successfully completed the courses.
- ⇒ Students who wish to get Certification from TCS should register to the course provided by TCS iON .The grading will be done by TCS ION upon conducting an all India examination
- ⇒ Training venue will be at Naipunnya Institute of Management and Information Technology , Pongam , Thrissur
- ⇒ Certificate will be provided by TCS iON training partner and Star Innovations.
- ⇒ Grades will be awarded based on the student performance in the examination.
- ⇒ Faculty qualification - Mr.Indu Prasad Shankar has 24 years' experience in the software industry as corporate trainer and as Project Manager.
- ⇒ Class timing will be from 9:30 am – 3:30pm including tea and lunch breaks.
- ⇒ Training will be given to 71 students (35 students from BSc CS & 36 students from BCA).

#### **RESPONSIBILITIES OF, Naipunnya Institute of Management and Information Technology, Pongam**

- ⇒ **NIMIT** shall appoint "single point contact" from the college who will be the co-ordinator for the course(s) conducted by TCS iON Training Partner , "Star Innovations" .
- ⇒ The NIMIT will be responsible for collection and payment of the course fee from the students to TCS iON Training Partner , "Star Innovations" .
- ⇒ **NIMIT** shall be finalising the student list.

#### **FINANCIAL TERMS AND CONDITIONS**

The course fees shall be as per the rate structure mentioned in **Annexure A**. The schedule of the payment terms is included in the **Annexure A**

*Shalini P*



*Arshu*

## VALIDITY OF THE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall remain in force for a period of one (1) year from this date and can be terminated by either party by giving a notice of 3 months.

## FORCE MAJEURE

In the event of non-fulfilment of the terms and conditions of this MoU due to any reasons of force majeure neither the , **NIMIT** nor TCS iON Training Partner , "Star Innovations" shall be held for any loss or consequential losses.

Any lack of understanding of the clauses of this Memorandum of Understanding and the spirit behind the implementation of this MoU will be resolved by mutual discussions between the designated representatives of both sides.

## LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in the Agreement, in no event shall either Party be liable, whether in contract, tort, or otherwise, for special, punitive, indirect or consequential damages, including, without limitation, loss of profits or revenues arising under or in connection with this Agreement even if such Party has been advised in advance of their possibility.

## AMENDMENT

No amendment to this agreement is valid unless signed by a persons duly authorized by the parties.

## TERMINATION:

Each party shall have the right to terminate this Agreement, by a prior notice of 3 Months in writing to the other party upon the occurrence of any of the following events:

- a) If either party commits any wilful breach of any terms stipulated in this Agreement and has failed to rectify the same within the notice period of 30 days, the party shall be responsible for conducting the training for the students enrolled before the termination of the contract.

On the expiry or termination of this Agreement, all rights and obligations of the parties shall automatically terminate except; -for such rights of actions that have accrued prior to such termination and any obligations, which expressly or by implication are intended to come into or continue in force.

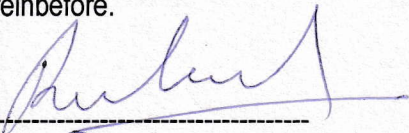
## DISPUTE RESOLUTION

In case any disputes arise out of the contract the party shall try to negotiate the same within 30 days of such dispute. In case the matters remain unresolved the same shall be referred to the Arbitration and Conciliation Act, 1996 after giving the notice of such reference to the other party. The Arbitral Tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and both the arbitrators shall appoint the presiding arbitrator with mutual consent. The venue of the Arbitration shall be New Delhi and the language preferred will be English. The award of the Arbitral Tribunal shall be final and binding on the parties.



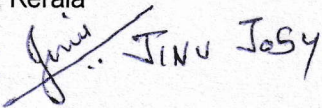
**GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of India and the courts of Ernakulam shall have the exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to this agreement. In witness of the above, both parties set their hands to this MoU on the date mentioned hereinbefore.

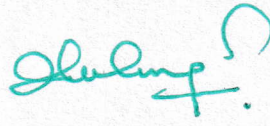
  
-----  
For TCS iON Training Partner, "Star Innovations"

Name: PRAKASH P.V  
Dated: 3-12-2019.

Place: Thrissur, Kerala

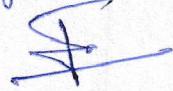
WITNESS 1:  JINU JOSE



  
-----  
Naipunya Institute of Management and Information Technology

Name: Fr. Dr. PAULACHAN K.J.  
Principal  
Dated: 3-12-2019

Place: Pongam, Thrissur, Kerala

WITNESS 2: Jayakrishnan S  


**Annexure A**

**Terms and Conditions:**

- Duration of the course, inclusive of theory, lab and evaluation hours and course fee.

Courses	Duration ( Hrs )	Fees Per Student
Python Programming	30	3000

**Payment Terms**

Payment Milestone	Percentage of Amount Payable
Commencement of the Course	50 %
End of Completing entire programme	50%
TDS will be applicable as per the IT law.	
Payment against the original invoice to produce	

**System Requirement:**

Windows installed system or Ubuntu installed system with permission to download libraries.