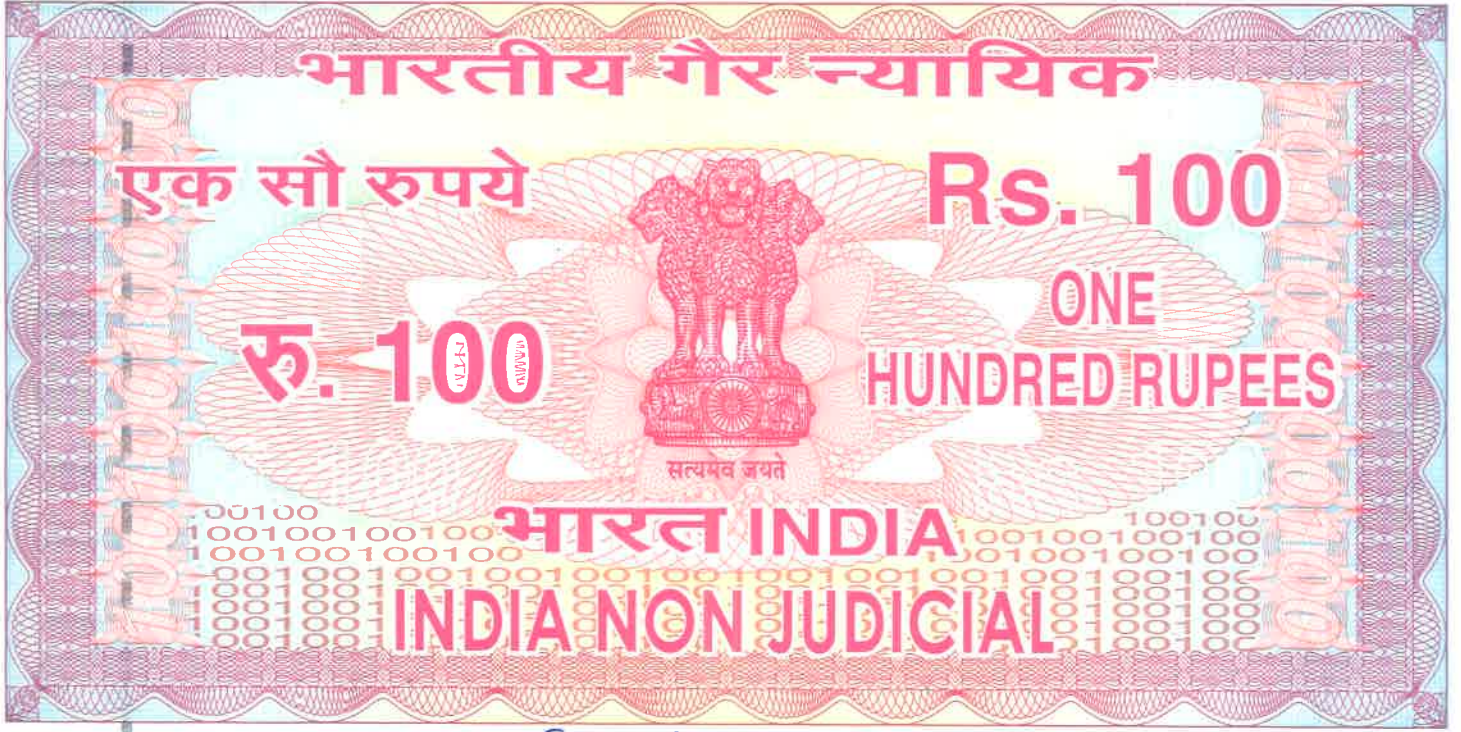




தமிழ்நாடு தமிழ்நாடு TAMILNADU

DV 111956

17.2.2024

Secretary
Kongunadu Arts & Science College
Cbe

Stamp Vendor
Thudiyalur, 671-04, T.Nadu
No. 75/1/81/93



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this day of February 22 Two Thousand Twenty Four (2024),

BETWEEN

Internet Society India Chennai Chapter-Learners Forum, (No.50, 4th Street, KK Pudur, Coimbatore) hereinafter referred to as "First Party", a not for profit organization registered as trust, which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns.

AND

School of Computer Science, Kongunadu Arts and Science College, GN mills post, Coimbatore -641 029 hereinafter referred as 'Second Party', is an educational institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns.

Signature

Signature

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

- A) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their available resources, and provide each of them with enhanced opportunities and benefits.
- B) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Internship, Education, Research joint programme.
- C) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interest;
- D) **Internet Society India Chennai Chapter-Learners Forum** –, the First Party is engaged in training, policy making, R&D and standardization activities in the fields of –*Internet, Internet Governance, Technologies* and related fields.
- E) **School of Computer Science, Kongunadu Arts and Science College** -the Second Party is **Konguanadu Arts and Science College**, started in 1973 owns magnificent academic stature with autonomous status having 13 research programmes, 13 PG programmes and 25 UG programmes. It is a UGC recognised College of Excellence. It has been re-accredited by NAAC with A+ Grade in 4th cycle and ranked 29th in NIRF. The college is imparting higher education to more than 5000 students, majority of whom hail from socially and economically weaker sections of the society. The college is playing a pivotal role in women empowerment and social justice.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the Experts and Research Fellows of First Party and Faculty of Second Party / Students of Second Party providing significant inputs to each other in developing suitable skills / training systems, keeping in mind the current needs of the industry and Society.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills, attitude and knowledge.
- 2.2 **Research and Development:** Both Parties have agreed to carry out joint research activities in the field of Internet Technologies including Internet Governance, Cyber Security, Policy Making, Network Layer of the Internet, Domain Name System and Universal Acceptance.
- 2.3 **Internships:** First Party agrees to take Interns from Second Party and involve them in deployment of various protocols, networks and performance analysis as the internship policy of First Party to Second Party for further proceedings. This number will be limited and will be finalized by the management of First Party. First Party to train the students of Second Party on the Internet technologies in order to bridge the skill gap and make them industry ready no cost will be involved for offering such internships.
- 2.4 **Skill Based Training & Workshops:** First Party agrees to provide skill-based training and workshops to the Second Party related to Internet Technologies and the ecosystems on a mutually agreeable financial obligation.
- 2.5 **Course Obligations & Costs:**
- 1.1 At least thirty (30) days prior to each course, the parties shall collaborate on Course details and shall set forth their respective obligations in a "Course Obligations Attachment," an example of which is attached hereto as Exhibit A.
- 1.2 Each "Course Obligations Attachment" shall include (a) whether the Course is in-person or online; (b) if in-person, the Course Location; (c) the Course Date(s); (d) First Party obligations; (e) Second Party obligations; and (f) any applicable costs from Second Party.
- 1.3 First Party shall not be obligated to pay to Second Party any costs unless such costs are set forth in a Course Obligations Attachment in accordance with this Agreement.
- 1.4 Each Course Obligations Attachment shall become subject to and part of this Agreement once approved by each Party in writing (including via email).
- 2.6 **Labs/ Workshops:** The second Party agrees to provide access to existing labs/ workshops/lecture and conference halls of Second Party to the interns enrolled with the First Party for the hands-on skill-based training without affecting the regular Academic Schedules. Also, second Party shall explore the possibility or create such labs/ facility for sustained engagement of students.

- 2.7 There is no financial commitment on the part of the **Internet Society India Chennai Chapter-Learners Forum**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately based on diverse conditions.
- 2.8 Both parties can mention this MoU and use the logo / name of each other on print & digital media to reflect collaboration.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

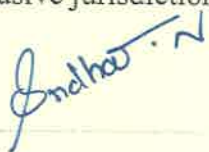
CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid for a term of three years until it is expressly terminated by either Party on mutually agreed terms, during which period 2024-2027, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of First Party and the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their committed obligations as on date of termination.

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

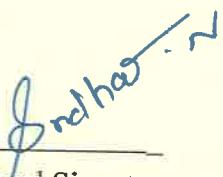
- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

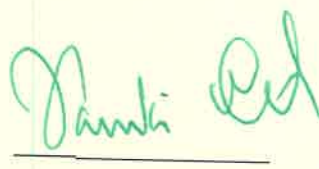
Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Chennai.



AGREED:

**For Internet Society India Chennai Chapter for Kongunadu Arts and Science College
Learners Forum**


Authorized Signatory
Dr.N.Sudha Bhuvaneswari
President, ISOC Chennai Chapter-Learners
Forum


Authorized Signatory
Dr.C.A.Vasuki
Secretary & Director



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Web :http://www.isocindiachennai.org	Web :www.kongunaducollege.ac.in

Witness1: 
CDO A. Indumathi
Associate professor
Dept-5 Computer Technology
Kongunadu Arts & Science College
Coimbatore-29

Witness2:


N. PRAVINA
Communication Manag
Learner's Forum
ISOC
Chennai chapter

EXHIBIT A

Course Obligations Attachment

1. Course Name.

- (a) [Course Date]
- (b) This Course will be: [(i) online; (ii) in-person; (iii) both online and in-person]
- (c) [If in person, Course location]

2. First Party Obligations. First Party will be obligated to provide the following:

- (d) Overall coordination of each Course;
- (e) Training content to be delivered at each Course;
- (f) Instructors for online component of each Course;
- (g) Certification for individual learners who attend each Course.

3. Second Party Obligations. Second Party will be obligated to provide the following:

- (a) Facilitation of and responsibility for on-site activities at each Course, and inform ISOC India Chennai Chapter-Learners Forum at least 30 days prior to each Course of such activities;
- (b) Identification of learners to attend each Course (Second Party will instruct learners to sign up for the Course on the ISOC Training & e-Learning website); and
- (c) Identification of the internship site, if applicable.

4. Costs.

4.1 Costs Allocation. If applicable, the Second Party/Company agree to allocate the costs for the administration and hosting of each Course (the "Course Costs") pursuant to the budget and logistics for trainings offered and cost allocation to be set forth in Exhibit A (the "Costs Allocation"). First party will look into the module preparation, material distribution and other administrative costs in a timely manner.

4.2 In the event that either Party does not satisfy its obligations pursuant to Section 2.5

(the "Defaulting Party"), the non-Defaulting Party may submit notice to the Defaulting Party requiring that the obligation be satisfied. If the Defaulting Party has not satisfied its obligation within 10 days of receipt of notice, the non-Defaulting Party is released from its obligations.

Responsible Party Allocated Cost

Second Party { . . . }