



St. Joseph's College of Arts & Science (Autonomous)
Cuddalore – 607 001, Tamil Nadu.

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**COPY OF THE MOU SIGNED WITH
NASSCOM FOUNDATION TO SETUP
DIGITAL LAB**



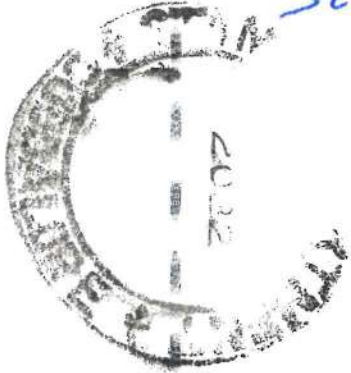
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15.3.2023

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St. Joseph's College of Arts & Science
(AUTONOMOUS)
Cuddalore

S. R.
D. KADHAKRISHNAN
STAMP VENDOR,
L. NO:14/97,
Vasakuppam, Cuddalore
Tamil Nadu



Memorandum of Understanding (MoU)

Between

NASSCOM Foundation

and

St. Joseph's College of Arts and Science

**FOR THE DIGITAL LABS TO SUPPORT MARGINALISED YOUTH IN SEMI
URBAN AND RURAL COLLEGES PROGRAM**

This Memorandum of Understanding is made at Delhi on 16th March 2023.

BETWEEN

NASSCOM Foundation, a charitable trust registered under the Indian Trust Act, 1882 vide registration number :10479, Permanent Account Number AAATN4866D and having its registered office at A1-125, Lower Ground Floor, Safdarjung Enclave, New Delhi 110021, hereinafter referred to as "NF" (which term shall so far as the context admits be deemed to mean and include its successors, administrators, executors and assignees) of the First Part.



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AND

St. Joseph's College of Arts and Science located at Cuddalore, Tamil Nadu (India) hereinafter referred to as "**St. Joseph's College**" or "**the College**" (which term shall so far as the context admits be deemed to mean and include its successors and assignees) of the Second Part,

NF and **St. Joseph's College** are collectively referred to as the "Parties" and individually as a "Party".

WHEREAS, **NASSCOM Foundation** has agreed to partner with **St. Joseph's College**, for the setting up of digital labs under the **DIGITAL LABS TO SUPPORT MARGINALISED YOUTH IN SEMI URBAN AND RURAL COLLEGES PROGRAM** ("Program").

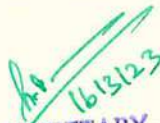
AND WHEREAS the **Program** is a CSR funded program for Creating sustainable skill building plans to support students from marginalised communities under Adobe's CSR Mandate and implemented by the **NASSCOM Foundation**.

NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The College Responsibilities:

- 1.1. Shall nominate /Identify Director/ HoD, as the SPOC, with adequate accountability and responsibility to be the executive face of the Program in the college. This person must attend regular review calls at a mutually agreed frequency with NF for updates and assessments of the Project. This person shall ideally be a member of the college faculty.
- 1.2. The College Coordinate will be responsible for the following activities of the Project:
 - **Installation and commissioning** of the digital lab by 24th March, 2023.
 - **Impact Reporting** - Collecting & Uploading info needed like footfall, photos, milestones, outreach etc.
 - **Keyholding** - Responsible for keeping the digital lab open and accessible
- 1.3. Shall support with publicity of the Program through the college website.
- 1.4. Shall encourage the Program in a manner so that students will take part in the program on a voluntary basis with flexible timings.
- 1.5. Shall make available the infrastructure and value added services (including IT infrastructure, applications and connectivity) required to run the Program on its own cost.
- 1.6. Shall provide all the support services and facilities to NF and its partners for the said Program.
- 1.7. Shall coordinate with NF and its Partners and facilitate the conduct of events and other engagement programs as per shared plan.




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1.8. The college is capable of entering into this Memorandum of Understanding and has all the required permissions for the same.

1.9. Assets Ownership:

The assets provided under the Program shall belong to NASSCOM Foundation and shall be moved out of the College, if NASSCOM Foundation decides to discontinue its engagement with the college in the Program. Subject to any other terms and conditions laid down by NASSCOM Foundation, the College can continue to use the assets if:

- it agrees to sustain the Program without any funding support from NASSCOM Foundation;
- it agrees to maintain the brand name of the program as provided by NASSCOM Foundations separately in writing;
- It agrees to allow students access to the digital labs for ideation, learning and other related activities
- it agrees to opportunities to learn from NASSCOM Foundation's skilling and volunteering Initiatives
- it agrees to create sustainable skill building plans to support students from marginalised communities
- it agrees to facilitate the participation of students in events organized by NASSCOM Foundation and Adobe;

The performance of college on the above points will be monitored by NASSCOM Foundation regularly. The Program will be allowed to continue only on satisfactory assessment of the performance of College on the above points by NASSCOM Foundation. Decision of NASSCOM in this regard shall be final and binding.

2. NF Responsibilities:

2.1. Will supply the equipment for Digital lab

(List of the equipment attached as annexure 1).

2.2. Will keep the college informed of any changes in the program plan;

2.3. NF shall have no liability qua the equipment after the same have been supplied to the College.

3. Other Terms & Conditions for Engagement

The following are other terms and conditions of engagement:

3.1. Terms of engagement: This MoU is valid from date of execution to 31st March 2023, however both parties agree that based on mutual agreement, the terms may be extended. Both parties also agree that terms may be renegotiated.



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3.2. **Training Fees:** The College, NF and Partners will not charge any amount on whatsoever account/name from the students in relation to the Program

3.3. **Limitations and Warranties:** Both parties agree that it would be their endeavour to prevent any liability arising out of default or non-compliance of the MoU terms by the other party.

3.4. **Termination:** In case any party to this MoU commit any breach of the terms and conditions of this MoU or violates any statutory provisions or any Government or statutory guidelines or any guidelines issued by the controlling authority, then, in addition to any other remedy available as per law, the other party shall have the right to terminate this agreement by serving at least 15 days' written notice to the defaulting party. However, on such termination, both the parties shall continue to be liable to each other for completion of their mutual rights and obligations under this MoU, which were there on the date of the termination of this MoU.

Both parties to the MoU reserve the right to terminate the MoU with one-month prior notice if in their opinion the Program is not being implemented as per the MoU or the specific aims.

3.5. **Branding:** Both parties shall not use the name and brand of other party or even that of Adobe in any advertisement or make any public announcement without the prior written approval of the respective party whose name is intended to be used in any advertisement or branding.

3.6. **Operational Responsibilities:**

The Digital Lab maintenance and operations will be managed by the College.

4. General terms

4.1. **Indemnification:** Both parties agree to indemnify each other and hold the other party harmless from and against any claim, loss, liability, or expense, including, but not limited to, damages, patent, and trademark infringement, costs and attorneys' fees, arising out of or in connection with any acts or omissions of their agents or employees, as related to the terms of this MoU.

4.2. Any claim, compensation, case initiated by any student against NASSCOM Foundation/ Adobe in relation to the Program due to any acts or omissions of College shall be defended and contested by the College at their sole expenses and cost keeping NASSCOM Foundation / Adobe indemnified from the same.

5.3 **Waiver:** The rights and remedies provided to each of the Parties herein shall be cumulative and in addition to any other rights and remedies provided by law or otherwise. Any failure in the exercise by either Party of its right to terminate this MOU or to enforce any provision of this MOU for default or violation by the other party shall not prejudice such party's rights of termination or enforcement for any further or other's default or violation or be deemed a waiver or forfeiture of those rights.

5.4 **Severability:** If any section or paragraph, or part thereof, of this MOU or any document appended hereto or made a part hereof is rendered invalid, ruled illegal by any court of competent jurisdiction, or unenforceable under present or future laws effective during the term of this MOU,



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then it is the intention of the Parties that the remainder of the MOU, or any document appended hereto or made a part hereof, shall not be affected thereby unless the deletion of such provision shall cause this MOU to become materially adverse to any Party in which case the Parties shall negotiate in good faith such changes to the MOU, or enter into suitable amendatory or supplementary MOUs, as will best preserve for the Parties the benefits and obligations under such provision.

5.5 Amendment of MOU: The terms and conditions contained in this MOU may be amended or modified only with the mutual consent in writing of both Parties.

5.6 Relationship: The relationship between the Parties is that of principal to principal. Nothing in this MOU shall be taken as constituting a Party an employee or agent of the other Party. The Parties undertake that none of their respective employees and staff shall be construed in any manner, either expressly or by implication, as the employees or agents of the other Party and the other Party shall not be liable in any manner whatsoever for any claims, demands and the like made by them.

5.7 Limitation of Liability:

Except for the indemnification obligations, both parties agree that the liability would be limited to the amount of actual transactions between the two parties

6. Intellectual Property Rights

6.1 Neither Party shall be entitled to use the trademarks, logos or any intellectual property belonging to the other Party and its affiliates in any manner without prior written approval from the other Party. The ownership of all proprietary rights in relation to ideas / products developed created, in the maker labs will lie with the creator/creators of the said property.

7 Notices:

7.1 Any notices under this MOU will be sent by certified or registered mail, return receipt requested, to the respective address of Parties as contained in this MOU. Such notice will be effective upon its mailing as specified.

8 Force Majeure:

8.1 Neither party to this MOU shall be liable for any failure or delay on its part in performing any of its obligations under this MOU, if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfil and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.

8.2 Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this MOU be considered as a Force Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority, pandemic, epidemic. Provided however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party



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of its obligations under this MOU, such party shall give immediate notice to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

9. Governing Law and Jurisdiction:

This MoU shall be governed by the laws of India and the parties to this MoU hereby agree that the Courts at Delhi shall have exclusive jurisdiction to try any dispute or difference arising between the parties out of this MoU and the parties further agree that no other Courts shall have jurisdiction to decide any dispute between the parties, arising out of this MoU.

IN WITNESS WHEREOF, to show their assent, the duly authorized representatives of the parties hereto have signed the MoU and set their seals as below: -

Party of the First Part

For NASSCOM Foundation

Stamp of the Party :

Signature of Authorised Signatory :



Name of Authorised Signatory : **Nidhi Bhasin**
Chief Executive Officer

Party of the Second Part

St. Joseph's College of Arts and Science

Rev. Fr. G. Peter Rajendiram

Secretary

St. Joseph's College of Arts & Science

(Autonomous)

Cuddalore - 607 001;

Stamp of the Party

Signature of Authorised Signatory

G. PETER RAJENDIRAM.

Name of Authorised Signatory

ANNEXURE 1
List of the equipment

List of equipment for the digital lab		
S. No.	Item Description	Quantity
1	HP Desktop Pf2000in Intel i3 12th gen Latest 8gb DDR4 Ram , 512GB SSD Drive, Win 11 Licensed and MS Office 2021 Lifetime with 20 inch with 3 year Onsite warranty	20
2	UPS Zebronics UPS 600 VA	20
3	HP Webcam	20
4	HP Headset	20
5	Acer Projector X1226	1
6	Projector Screen 6 x 4	1
7	Projector Screen 6 x 4	1
8	Ahuja 125 watts portable PA speaker	1
9	Ahuja wireless microphone	2
10	Ahuja collar microphone	1
11	IP Camera	2
12	Interactive White Digital Board	1



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